



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**GAIN CASE MANAGEMENT SERVICES
RFP GCM #09-01**

**APPENDIX C – COUNTY REQUIRED FORMS,
ORDINANCES & POLICIES,
AND OTHER FORMS**

NOVEMBER 24, 2009

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746

TABLE OF CONTENTS

| EXHIBITS | PAGE |
|--|------|
| Exhibit C-1 - Proposer's Organization Questionnaire/Affidavit | 210 |
| Exhibit C-2 - Required Bid sheet | 212 |
| Exhibit C-3 - Certification of Independent Price Determination & Acknowledgment of RFP Restrictions..... | 218 |
| Exhibit C-4 - Prospective Contractor References | 219 |
| Exhibit C-5 - Prospective Contractor List of Contracts..... | 220 |
| Exhibit C-6 - Prospective Contractor List of Terminated Contracts..... | 221 |
| Exhibit C-7 - Proposer Release Form..... | 222 |
| Exhibit C-8 - Request for Proposals/Grounds for Rejection..... | 223 |
| Exhibit C-9 - Certification of No Conflict of Interest..... | 224 |
| Exhibit C-10 - Familiarity with the County Lobbyist Ordinance Certification..... | 225 |
| Exhibit C-11- County's Administration..... | 226 |
| Exhibit C-12 - Contractor's Administration..... | 227 |
| Exhibit C-13 - Proposer's Equal Employment Opportunity (EEO) Certification..... | 228 |
| Exhibit C-14 - Proposer's Nondiscrimination in Services Certification..... | 229 |
| Exhibit C-15 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)..... | 230 |
| Exhibit C-16 - Contractor Employee Acknowledgement and Confidentiality Agreement..... | 234 |
| Exhibit C-17- Attestation of Willingness to Consider GAIN/GROW Participants..... | 237 |
| Exhibit C-18 - County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception..... | 238 |
| Exhibit C-19 - Los Angeles County Community Business Enterprise (CBE) Program..... | 239 |
| Exhibit C-20 - Charitable Contributions Certification..... | 240 |
| Exhibit C-21 - Transitional Job Opportunities Preference Application..... | 241 |
| Exhibit C-22 - Living Wage Program..... | 242 |
| Exhibit C-23 - Guidelines for Assessment of Proposer Labor Law / Payroll Violations..... | 244 |
| Exhibit C-24 - County of Los Angeles - Living Wage Program..... | 246 |
| Exhibit C-25 - County of Los Angeles - Living Wage Ordinance..... | 249 |
| Exhibit C-26 - County of Los Angeles - Living Wage Program..... | 250 |
| Exhibit C-27 - County of Los Angeles - Living Wage Ordinance..... | 251 |
| Exhibit C-28 - Model Contractor Staffing Plan..... | 252 |
| COUNTY ORDINANCES AND POLICIES | 253 |
| Exhibit C-29 - Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service Ordinance..... | 254 |
| Exhibit C-30 - Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance..... | 257 |
| Appendix C-County Required Forms, Ordinances & Policies and Other Forms | |

| | |
|---|-----|
| Exhibit C-31 - List of Debarred Contractors..... | 263 |
| Exhibit C-32 - County of Los Angeles – Living Wage Ordinance..... | 264 |
| Exhibit C-33 - Background and Resources: California Charities Regulation..... | 269 |
| Exhibit C-34 - IRS Notice 1015..... | 271 |
| Exhibit C-35 - Safely Surrendered Baby Law..... | 272 |
| Exhibit C-36 – Defaulted Property Tax Reduction Program..... | 277 |
| Exhibit C-37 – Defaulted Tax Program Ordinance..... | 278 |
| OTHER FORMS..... | 281 |
| Exhibit C-38 – Transmittal Form to Request a RFP Solicitation Requirements Review..... | 282 |
| Exhibit C-39 - Sample Letter of Intent..... | 283 |
| Exhibit C-40 – Notice of Intent to Request a Proposed Contractor Selection Review..... | 285 |
| Exhibit C-41 - Transmittal Form to Request a Request for Proposals Proposed Contractor Selection Review..... | 286 |
| Exhibit C-42 - Transmittal Form to Request a Request for Proposals County Review Panel..... | 287 |
| Exhibit C-43 - Criminal Convictions Information Notice..... | 289 |

Exhibit C-1 — Proposer’s Organization Questionnaire/Affidavit

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant to an offer and contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation and State of incorporation:

| | | |
|------|-------|----------|
| Name | State | Year Inc |
|------|-------|----------|

2. If your firm is a limited liability company, state its legal name, state of organization and managing member or manager:

| | | |
|------------|-------|-----------|
| Name | State | Year Org. |
|------------|-------|-----------|

Name of Manager or Managing Member

3. If your firm is a sole proprietorship or a partnership, state the name of the proprietor, or all partners, identifying the managing partner:

4. If your firm is doing business under one or more DBAs, please list all DBAs and the localities of registration:

| | | |
|-------|--------------------------|-----------------|
| Name | Locality of Registration | Year became DBA |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes, Name of parent firm: _____

State of incorporation or registration of parent firm: _____

6. Please list any other names your firm has used within the last five (5) years.

| | |
|-------|---------------------|
| Name | Year of Name Change |
| _____ | _____ |
| _____ | _____ |

Exhibit C-1 - Proposer's Organization Questionnaire/Affidavit – Continued

7. Indicate if your firm is considering, discussing, or otherwise in any way involved in any potential or pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.0 General Information, Paragraph 1.6 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below. Check the appropriate boxes:

- Yes** **No** Sub-paragraph 1.6.1 Attend the Mandatory Proposers' Conference
- Yes** **No** Sub-paragraph 1.6.2 Attend the Mandatory Site Visits
- Yes** **No** Sub-paragraph 1.6.3 Proposer shall have, at minimum, experience of three (3) years out of the last ten (10) years providing case management services or similar services
- Yes** **No** Sub-paragraph 1.6.4 Proposer shall have a Contract Manager with a minimum of three (3) years experience and a four-year college degree or an Associate of Arts degree with two (2) years experience in handling GAIN-type participant caseload or counseling
- Yes** **No** Sub-paragraph 1.8.5 Have a business office located within the County of Los Angeles
- Yes** **No** Sub-paragraph 1.6.6 Meets all the mandatory Living Wage requirements

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, then without limiting County's other remedies in respect thereof, the proposal may be rejected. The evaluation and determination in this area shall be at the County's sole judgment and such judgment shall be final.

The undersigned represents and warrants that he or she is a duly authorized representative of Proposer with all legal rights and authority necessary to fully bind Proposer to this offer and to all conditions hereof.

Proposer's Name:

Address:

E-mail address: _____ Telephone No.: _____ Fax No.: _____

On behalf of _____ (Proposer's name), I _____

(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature
Identification Number

Internal Revenue Service..... Employer

Title

California Business License Number

Date

County WebVen Number

Exhibit C-2 Required Bid Sheet

The undersigned offers to furnish all personnel and materials for the provision of GAIN Case Management Services. Said work shall be done for the period prescribed and in the manner set forth in RFP, Appendix B, Statement of Work and based on projected caseloads provided in Appendix C, Exhibit C-3.

I agree to provide the specified services for Los Angeles County. The following annual prices for each of the GAIN Regions being bid are firm and fixed prices for the term of the Contract:

| 1 RFP GAIN Region | 2 RFP GAIN Region Description | 3 Firm Fixed Annual Price per GAIN Region Being Bid * |
|-----------------------------|---|--|
| Region II | West San Fernando Valley and Antelope Valley | \$ |
| Region VII | East San Fernando Valley and Glendale | \$ |
| Combined Regions II and VII | West San Fernando Valley and Antelope Valley, and East San Fernando Valley and Glendale | \$ |

* Place an "N/A" in column 3 for the GAIN Region **not** being bid.

Complete this Appendix D-1, pages 3 through 5, hereunder, for each GAIN Region bid on, and a third set if bidding on both Regions combined. Indicate the appropriate GAIN Region # on each Annual Budget Sheet and Budget Narrative Sheet.

Firm Fixed Price Computation Options

Proposer must include start-up costs as part of its annual bid. Please refer to RFP section 2.10.3 for additional information.

Exhibit D-1, page 3, One-Month Start-Up Budget Sheet Total Start-Up Costs of \$_____.

PLUS

Exhibit D-1, page 4, Ongoing Monthly Budget Sheet Total Monthly Costs of \$_____x 11 months

EQUALS

\$_____ Firm Fixed Price for Region(s) Bid of the first contract year's annual amount. If the contract is extended additional year(s), start-up costs will not be included.

Required Bid Sheet - continued

THIS BID SHALL REMAIN A FIRM OFFER FOR ONE YEAR FOLLOWING THE LAST DAY TO SUBMIT PROPOSALS.

_____ Date _____
Signature of Authorized Agent

Typed Name of Authorized Agent

Firm Name

Firm Address

GAIN CASE MANAGEMENT SERVICES
ONE MONTH START-UP BUDGET SHEET FOR GAIN REGION # _____
SAMPLE

DIRECT COST

| Payroll | FTE* | Hourly Rate | Monthly Salary |
|--------------------------------------|-------|----------------|-------------------|
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Total Salaries and Wages..... | | | \$ _____ |

* FTE=Full Time Equivalent Positions

| Employee Benefits | No. of Employees | Monthly Cost |
|----------------------------|------------------|-----------------|
| Medical Insurance _____ | _____ | \$ _____ |
| Dental Insurance _____ | _____ | \$ _____ |
| Life Insurance _____ | _____ | \$ _____ |
| Other (list) _____ | _____ | \$ _____ |
| Total Benefits..... | | \$ _____ |

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

| | | |
|---------------------------------|----------|-----------------|
| FICA | \$ _____ | |
| SUI..... | \$ _____ | |
| Worker's Compensation..... | \$ _____ | |
| Other (list)..... | \$ _____ | |
| Total Payroll Taxes..... | | \$ _____ |

Insurance (List Type/Coverage. See RFP Appendix A, Paragraph 8.25, 8.26, Insurance)

| | | |
|-----------------------------------|----------|-----------------|
| | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |
| Total Insurance Costs..... | | \$ _____ |

Miscellaneous Direct Costs

| | | |
|--|----------|-----------------|
| Supplies..... | \$ _____ | |
| Services (list)..... | \$ _____ | |
| Other (list)**..... | \$ _____ | |
| Total Miscellaneous Direct Costs..... | | \$ _____ |

** Office Equipment, Computer Hardware, Computer Software, and Equipment Maintenance costs are **not** to be included in this category.

TOTAL DIRECT COST \$ _____

INDIRECT COST

| | |
|---|----------|
| General Accounting/Bookkeeping..... | \$ _____ |
| Management Overhead (Please specify)..... | \$ _____ |
| Other (Please specify)..... | \$ _____ |
| TOTAL INDIRECT COST \$ _____ | |

| | |
|--|-----------------|
| TOTAL DIRECT AND INDIRECT COST..... | \$ _____ |
| PROFIT (Please enter the percentage: _____%)..... | \$ _____ |
| TOTAL START-UP COSTS..... | \$ _____ |

GAIN CASE MANAGEMENT SERVICES
ANNUAL BUDGET SHEET FOR GAIN REGION # _____

Exhibit C-2
Page 4 of 6

SAMPLE

DIRECT COST

| Payroll | FTE* | Hourly Rate | Monthly Salary |
|---|-------|-------------|-----------------|
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Employee Classification _____ | _____ | \$ _____ | \$ _____ |
| Total Annual Salaries and Wages..... | | | \$ _____ |

* FTE=Full Time Equivalent Positions

| Employee Benefits | No. of Employees | Monthly Cost |
|-----------------------------------|------------------|-----------------|
| Medical Insurance _____ | _____ | \$ _____ |
| Dental Insurance _____ | _____ | \$ _____ |
| Life Insurance _____ | _____ | \$ _____ |
| Other (list) _____ | _____ | \$ _____ |
| Total Annual Benefits..... | | \$ _____ |

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

| | | |
|--|----------|-----------------|
| FICA | \$ _____ | |
| SUI..... | \$ _____ | |
| Worker's Compensation..... | \$ _____ | |
| Other (list)..... | \$ _____ | |
| Total Annual Payroll Taxes..... | | \$ _____ |

Insurance (List Type/Coverage. See RFP Appendix A, Paragraph 8.25, 8.26, Insurance)

| | | |
|--|----------|-----------------|
| | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |
| Total Annual Insurance Costs..... | | \$ _____ |

Miscellaneous Direct Costs

| | | |
|---|----------|-----------------|
| Supplies..... | \$ _____ | |
| Services (list)..... | \$ _____ | |
| Other (list)**..... | \$ _____ | |
| Total Annual Miscellaneous Direct Costs..... | | \$ _____ |

** Office Equipment, Computer Hardware, Computer Software, and Equipment Maintenance costs are **not** to be included in this category.

TOTAL ANNUAL DIRECT COST \$ _____

INDIRECT COST

| | |
|--|----------|
| General Accounting/Bookkeeping..... | \$ _____ |
| Management Overhead (Please specify)..... | \$ _____ |
| Other (Please specify)..... | \$ _____ |
| TOTAL ANNUAL INDIRECT COST \$ _____ | |

| | |
|--|-----------------|
| TOTAL ANNUAL DIRECT AND INDIRECT COST..... | \$ _____ |
| PROFIT (Please enter the percentage: _____%)..... | \$ _____ |
| TOTAL ANNUAL COSTS..... | \$ _____ |

**GAIN CASE MANAGEMENT SERVICES
REQUIRED LINE ITEM BUDGET NARRATIVE
FOR GAIN REGION # _____**

Proposers are required to complete a budget narrative for each separate line item in their Annual Budget Sheet for each GAIN Region bid on. All figures and compilations must be clearly explained.

GAIN CASE MANAGEMENT SERVICES
MONTHLY EMPLOYEE BENEFITS

MEDICAL INSURANCE/HEALTH PLAN

Employer Pays: \$ _____ Employee Pays: \$ _____ Total Premium: \$ _____

Annual Deductible:

Employee: \$ _____

Family: \$ _____

Coverage ():

- Hospital Care (In Patient and Out Patient Services)
- X-Ray & Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, Inpatient
- Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays: \$ _____ Employee Pays: \$ _____ Total: \$ _____

Life Insurance

Employer Pays: \$ _____ Employee Pays: \$ _____ Total: \$ _____

Vacation

Number of Days: _____, and Any Increase After _____

Years of Employment, Number of Days or Hours: _____

Sick leave

Number of Days: _____ Per Year, And

Any Increase or Accumulation, Number of Days or Hours: _____

Holidays

Number of Days: _____ Per Year

Retirement

Employer Pays: \$ _____ Employee Pays: \$ _____ Total: \$ _____

Exhibit C-3 — Certification of Independent Price Determination & Acknowledgment of RFP Restrictions

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

| NAME | PHONE NUMBER |
|-------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

| | |
|----------------------|-------|
| Print Name of Signer | Title |
|----------------------|-------|

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

Certification of Independent Price Determination & Acknowledgment of RFP Restrictions

Exhibit C-4 — Prospective Contractor References

Proposer's Name: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the minimum requirements stated in this solicitation.

| | | | | |
|------------------------|-------------------------------|-----------------------|---------------------------|---------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | | Dollar Amt. |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | | Dollar Amt. |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | | Dollar Amt. |

Exhibit C-5 — Prospective Contractor List of Contracts

Proposer's Name: _____

List of all public entities for which the Proposer has provided service within the last five (5) years. Use additional sheets if necessary.

| | | | | |
|------------------------|-------------------------------|-----------------------|---------------------------|---------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amt. | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amt. | |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amt. | |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amt. | |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amt. | |

Exhibit C-6 — Prospective Contractor List of Terminated Contracts

Proposer's Name: _____

List of all contracts that have been terminated within the past five (5) years.

| | | | | |
|------------------------|------------------------|-------------------------|---------------------------|---------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |

Exhibit C-7 — Proposer Release Form

PROPOSER:

To: _____
Name

"Reference" (Company/Firm Name) _____
Street Address

Contact Person Name _____
City, State, Zip Code

Contact Person Phone Number _____
Fax Number

The PROPOSER named above has given your name to the County of Los Angeles as a reference. In order for the County to fully evaluate the submitted Proposal, please complete the box below for services that were performed for you by the PROPOSER. Please feel free to answer all questions fully and completely. The PROPOSER agrees to release, discharge, and indemnify you from and against any and all claims, actions, and damage that may arise from any information you supply to the County as a result of this reference.

| Contract Information | |
|---|--|
| Contract Title & Contract Reference Number: | |
| Contract Dates Start/End): | Contract Value: |
| Contract Type: | |
| Public Sector: <input type="checkbox"/> | Private Sector: <input type="checkbox"/> |
| Description of Services Provided: | |

Reference Company/Firm Name

Signature

Print Name

Title

Exhibit C-8 — Request for Proposals/Grounds for Rejection

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- a. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- d. Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

Exhibit C-9 — Certification of No Conflict of Interest

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Certification of No Conflict of Interest

Exhibit C-10 — Familiarity with the County Lobbyist Ordinance Certification

The Proposer certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- 2) All persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

- 3) It is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

LOBBYIST CERTIFICATION

Exhibit C-11 — County's Administration

CONTRACT NO.: _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

Exhibit C-12 — Contractor's Administration

CONTRACTOR'S AGENCY'S NAME: _____

CONTRACT NO: _____

EXECUTIVE DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

Exhibit C-13 - Proposer's Equal Employment Opportunity (EEO) Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | CERTIFICATION | YES | NO |
|---|---------------|-----|-----|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | | () | () |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EEO CERTIFICATION

Exhibit C-14 — Proposer's Nondiscrimination in Services Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1980, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION | YES | NO |
|---------------|-----|----|
|---------------|-----|----|

- | | | |
|---|-----|-----|
| 1. Proposer has written policy statement prohibiting discrimination in services and benefits. | () | () |
| 2. Proposer periodically monitors the equal provision of services to ensure nondiscrimination. | () | () |
| 3. When problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | () | () |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

NONDISCRIMINATION IN SERVICES CERTIFICATION

Exhibit C-15 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

- I. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- II. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- III. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- IV. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- V. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- VI. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- VII. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
— Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.**

- VIII. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- IX. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- X. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- XI. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- XII. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- XIII. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.
- Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- XIV. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
— Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.**

- XV. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- XVI. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- XVII. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- XVIII. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- XIX. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- XX. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.
- Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- XXI. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
— Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.**

- XXII. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- XXIII. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion —
Lower Tier Covered transactions (45 C.F.R. Part 76)**

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Exhibit C-16 - Contractor Employee Acknowledgement and Confidentiality Agreement*

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT - (Continued)

Please read the following Contract and take time to consider it prior to signing:

I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.

I agree to return all confidential materials to my immediate supervisor upon termination of my employment with or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

_____ (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- 1) California Work Opportunity and Responsibility for Kids (CalWORKs)
- 2) Los Angeles County General Relief Program (GR)
- 3) California Medi-Cal Program (Medi-Cal)
- 4) Food Stamps Program (FS)
- 5) Social Services to Adults, Children, and Families
- 6) Supervision of Children Placed in Foster Care
- 7) Cuban/Haitian Entrant Program (CHEP)
- 8) Refugee Resettlement Program (RRP)
- 9) Special Circumstances (SC)
- 10) Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT - (Continued)**

CONFLICT OF INTEREST POLICY (Continued)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contract Employee

* To be submitted with Proposal

Exhibit C-17 — Attestation of Willingness to Consider GAIN/GROW Participants

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Proposer has a proven record of hiring GAIN/GROW participants.
_____ YES (subject to verification by County) _____ NO
- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
_____ YES _____ NO
- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone #: _____ Fax #: _____

GAIN/GROW ATTESTATION

Exhibit C-18 — County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements.** Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

| | | |
|----------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

Exhibit C-19 – Los Angeles County Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as "Small" on the federal Central Contractor Registration (CCR) data base, I am request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____ | | | | | | |
|---|------------------------------------|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): _____ | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | | | |
|-----------------------|----------------------|-------|------|
| Print Authorized Name | Authorized Signature | Title | Date |
| | | | |

Exhibit C-20 - Charitable Contributions Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Exhibit C-21 — Transitional Job Opportunities Preference Application

| | | |
|------------------|--------|-----------|
| COMPANY NAME: | | |
| COMPANY ADDRESS: | | |
| CITY: | STATE: | ZIP CODE: |

I hereby certify that the Company meets all of the requirements for this program:

- The Company is a non-profit corporation qualified under Internal Revenue Services Code – Section 501 (c) (3) and has been such for three years (*attach IRS Determination Letter*);

- The Company has submitted the three most recent annual tax returns with this application;

- The Company has provided transitional job and related supportive services to program participants for the past twelve months; and

- The Company has submitted a profile of its program; including a description of its components designed to assist the program participants, number of past program participants and any other information requested by the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

Exhibit C-22— Living Wage Program
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

HISTORY OF ALLEGED LABOR LAW/PAYROLL VIOLATIONS (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal.

(I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

HISTORY OF DETERMINATIONS OF LABOR LAW /PAYROLL VIOLATIONS (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) *(The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)*

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

| | |
|--------------------------------------|----------------------|
| Owner's/Agent's Authorized Signature | Print Name and Title |
| Print name of Firm | Date |

LIVING WAGE PROGRAM
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

**Firm must complete and submit a separate form for each instance checked (make photocopies of form).
Check the applicable box below:**

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident is or has occurred within the past three (3) years of the date of the proposal.
- A determination was made by a public entity that the Firm committed a Labor Labor/Payroll Violation within three (3) years of the date of the proposal.
- A debarment by a public entity listed below occurred within the past ten (10) years.

| | | | |
|---|-------------------|---------------------------------------|--|
| Print Name of Firm: | | Print Name of Owner: | |
| Print Address of Firm: | | Owner's/Agent's Authorized Signature: | |
| City, State, Zip Code: | | Print Name and Title: | |
| Public Entity Name: | | Date of Incident: | |
| Case Number and Date Claim Opened: | Case Number: | Date Claim Opened: | |
| Name and Address of Claimant: | Name: | | |
| | Street Address: | | |
| | City, State, Zip: | | |
| Description of Work: (e.g., janitor) | | | |
| Description of Allegation and/or Violation: | | | |
| | | | |
| | | | |
| Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.) | | | |
| | | | |
| | | | |

- Additional Pages are attached for a total of _____ pages.

Exhibit C-23 - Guidelines for Assessment of Proposer Labor Law/ Payroll Violations

| COUNTY DETERMINATION | RANGE OF DEDUCTION | |
|--|--|---|
| Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____ | (Deduction is taken from the maximum evaluation points available) | |
| | Proposer Did Fully Disclose | Proposer Did Not Fully Disclose |
| MAJOR County determination, based on the Evaluation Criteria that Proposer has a record of very serious violations.* | 8 - 10% (Consider investigating a finding of Proposer non-responsibility)** | 16 - 20% (Consider investigating a finding of Proposer non-responsibility)** |
| SIGNIFICANT County determination, based on the Evaluation Criteria that Proposer has a record of significant violations.* | 4 - 7% | 8 - 14% (Consider investigating a finding of Proposer non-responsibility)** |
| MINOR County determination, based on the Evaluation Criteria that Proposer has a record of relatively minor violations.* | 2 - 3% | 4 - 6% |
| INSIGNIFICANT County determination, based on the Evaluation Criteria that Proposer has a record of very minimal violations.* | 0 - 1% | 1 - 2% |
| NONE County determination, based on the Evaluation Criteria that Proposer does not have a record of violations.* | 0 | N/A |

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

Exhibit C-24 — County of Los Angeles - Living Wage Program

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

| | | |
|-------------------------|-------------------|---------------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Facsimile Number: | Email Address: |
| Awarding Department: | | Contract Term: |
| Type of Service: | | |
| Contract Dollar Amount: | | Contract Number (if any): |

I am requesting an exemption from the Program for the following reason(s):

(Attach to this form all documentation that supports your claim)

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) *(attach IRS Determination Letter)*.
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**COUNTY OF LOS ANGELES - LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION**

(Continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*Attach Agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

COUNTY OF LOS ANGELES - LIVING WAGE PROGRAM**APPLICATION FOR EXEMPTION**

(Continued)

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual Annually

Other: _____

(Specify)

- I, or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Exhibit C-25— County of Los Angeles - Living Wage Ordinance

Contractor Living Wage Declaration

For Contract Extension, Amendment Or Renewal

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan Name(s): _____

Company Insurance Group Number(s): _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual Annually

Other: _____

(Specify)

| | |
|--|--------------------|
| PLEASE PRINT COMPANY NAME: | |
| I declare under penalty of perjury under the laws of the State of California that the above is true and correct: | |
| SIGNATURE: | DATE: |
| PLEASE PRINT NAME: | TITLE OR POSITION: |

OAAC:\RVLW Train. Manual\Contractor LW Declaration.3doc

Exhibit C-26 - County of Los Angeles - Living Wage Program

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner
or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
- that during the payroll period commencing on the _____ day of _____, and
(Calendar day) (Month and Year)
- ending the _____ day of _____ all persons employed on said work site
(Calendar day) (Month and Year)
- have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
- from the full weekly wages earned by any person and that no deductions have been made either directly or in directly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29
CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108,
72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

OAAC:\RV\ALWOTrain.Manual\Payroll Statement of Compliance

Exhibit C-27 - County of Los Angeles - Living Wage Ordinance

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS

Exhibit IX



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| (1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> | | Address: (Street, City, State, Zip) | | | | | | | | | | | | | |
|---|-----------------------------|--|---|---|-----------------------------------|---|-------------------------------|--|-----------------------------------|--|-----------------------------------|---|--|------------------|--|
| (2) Payroll No.: | | (3) Work Location: | | | | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | | | | (5) For Month Ending: | | | | | |
| (6) Department Name: | | | | | (7) Contract Service Description: | | | | | (8) Contract Name & Number: | | | | | |
| (9) Contractor Health Plan Name(s): | | | | | | | | | | (10) Contractor Health Plan ID Number(s): | | | | | |
| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggregate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate \$ Health Benefits Paid (16+18) | | | |
| | | 1 | 2 | 3 | 4 | 5 | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | | Total (This Page) | | | | | | | | | | | | | |
| Print Authorized Name: | | Grand Total (All Pages) | | | | | | | | | | | | | |
| Authorized Signature: | | | | | Date: / / | | | | | Title: | | Telephone Number (include area code) () | | Page: ___ of ___ | |

COUNTY ORDINANCES AND POLICIES

Exhibit C-29 — Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service Ordinance

2.203.010 Findings.

The Board of Supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service -
continued

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service -
continued

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Exhibit C-30 — Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

- A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.
- B. Determinations of Contractor non-responsibility and Contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

- E. "County" means the county of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that result or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

Exhibit C-31 – List of Debarred Contractors

Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Vendor Name: Arrowhead Emancipation Program
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** 12/31/2069
Principal Owners and/or Affiliates: Irma F. Reed Charlene Williams

Exhibit C-32 - County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A Contract" means a contract governed by Title 2, Section 2.1.2.1250 et.seq.of this code, entitled Contracting with Private Business. (Ord, 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective Effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999).

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other Provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Executive Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate, during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999).

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other County requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999).

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 3. Recommend to the Board of Supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. ((Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has twenty (20) or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.
5. "Dominant in its field of operation" means having more than twenty (20) employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.
6. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999).

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999).

Exhibit C-33 – Background and Resources: California Charities Regulation

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- *It is not presently subject to the Act, but will comply if later activities make it subject, or,*
- *If subject, it is currently in compliance.*

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix P is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Exhibit C-34 –IRS Notice 1015

IRS Notice 1015 is also accessible at: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2008)
Cat. No. 205991

Exhibit C-35 –Safely Surrendered Baby Law

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*

*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723
www.baby-safe-la.org

In Los Angeles County 1-877-BABY SAFE • 1-877-333-6723
www.lacounty.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4018.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical attention. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would leave the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723
www.baby-safe.org

En el Condado de Los Angeles • 1-877-6487 SAFE • 1-877-322-6723
www.inhysouths.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso.

Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar el recién nacido sin tener de ser arrestada u procesada.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrarle nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sociales brindarán ayuda para poder visualizarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. En ese punto deberán llamar al Departamento de Servicios para Niños y Familia (Department of Children and Family Services) del Condado de Los Angeles al 1-800-340-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usual, probablemente haya escuchado historias trágicas sobre bebés abandonados en la calle o en bascos públicos. Los padres de un bebé probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber sentido su embarazo, por temor a lo que pensara su familia se acabaría. Abandonaron a sus bebés porque tenían miedo y no sabían más a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder una tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor/UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; este servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familia.



EXHIBIT C-36

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

| | | |
|---|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation/Contract For _____ Services: | | |

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

Date: _____

EXHIBIT C-37

Title 2 Administration

Chapter 2.2.06

DEFAULTED TAX PROGRAM ORDINANCE

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board. F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services. G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which: A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract.

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision; 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026

OTHER FORMS

Exhibit C-39- SAMPLE LETTER OF INTENT

[Recommended Proposer's Letterhead]

[Date of Letter of Intent]

[Department Head]

[Department]

[Address]

RE: [Solicitation Number and Issue Date]

Dear **[Department Head]**:

In response to the solicitation referenced above, **[Company]** (Contractor) has negotiated the attached Contract for **[Services]** (together with all exhibits and attachments thereto, Contract) with the County of Los Angeles (County) on behalf of its **[Department]** (Department).

The Contractor acknowledges and agrees that the County's Board of Supervisors (Board) is the ultimate decision making body for the County and, accordingly, makes the final determination on behalf of the County whether to award or not award a contract and as to the terms of such contract. The Contractor additionally acknowledges and agrees that prior to submitting the Contract to the Board for award consideration, unless otherwise determined to be in the best interests of the County, the Department must complete the review process provided for under Board Policy No. 5.055 (Protest Policy).

The Contractor understands and agrees that as of the date of this letter, absent extraordinary circumstances, the Contractor's **[proposal/bid]** is matter of public record, with the exception of those specific portions of the Contractor's **[proposal/bid]** which have been justifiably defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary." The Contractor further understands and agrees that a blanket statement of confidentiality or the marking of each page of the Contractor's **[proposal/bid]** as confidential is not sufficient notice of exception and that the Contractor's must specifically label only those provisions of the Contractor's **[proposal/bid]** which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. In the event County is required to defend an action on a Public Records Act request for any such record or any parts thereof, including, but not limited to, those marked "Trade Secret", "Confidential", or "Proprietary", Contractor agrees to defend and indemnify County, its special districts, elected and appointed officers, employees and other agents from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

The Contractor represents and warrants to the Department and the County as a whole that the Contract is a firm offer of the Contractor, which shall not be changed or revoked pending the Department's completion of the review process under the Protest Policy and submission of the Contract to the Board for award consideration, and pending the Board's determination whether to award the Contract. The undersigned is an authorized officer of the Contractor who has actual authority to bind the Contractor to each and every term, condition and obligation contained in this letter and/or in the Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

Sincerely,

Name:

Title:

Attachments

cc: **[Contract Analyst]**

**Exhibit C-40- NOTICE OF INTENT TO REQUEST A
PROPOSED CONTRACTOR SELECTION REVIEW**

Vendor Name:

Date of Request:

Solicitation Title:

Solicitation No.

The above-referenced vendor is a bidder/proposer with respect to the above-referenced solicitation. Vendor notifies the County of its intent to request a Proposed Contractor Selection Review (PCSR).

Once the department has completed contract negotiations with the selected proposer, the department will provide each vendor that has timely submitted a Notice of Intent to Request a PCSR an opportunity to request a PCSR. Vendor understands that this Notice of Intent to Request a PCSR **must be received by** the County by **[insert deadline]** in order for the vendor to be provided such an opportunity.

Vendor requests does not request copies of the recommended proposer's proposal and detailed evaluation documents when available for release. Vendor understands that copies of the recommended proposer's proposal and detailed evaluation documents will be provided by the department at such time as the department provides each vendor that has timely submitted a Notice of Intent to Request a PCSR with instructions for requesting a PCSR.

Notice submitted by:

(Name) (Title)

For County use only

Date Notice Received by County: _____

**Exhibit C-41- TRANSMITTAL FORM TO REQUEST A REQUEST FOR PROPOSALS
PROPOSED CONTRACTOR SELECTION REVIEW**

Vendor Name:

Date of Request:

Solicitation Title:

Solicitation No.

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within **[insert number of days]** of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

Department materially failed to follow procedures specified in its solicitation document

Department made identifiable mathematical or other errors in evaluating proposals

A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation

Another basis for review as provided by state or federal law, explain below:

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____

Date of Debriefing Meeting: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:

Exhibit C-42- TRANSMITTAL FORM TO REQUEST A REQUEST FOR PROPOSALS COUNTY REVIEW PANEL

Vendor Name: _____ Date of Request: _____
Solicitation Title: _____ Solicitation No. _____

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR.**

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating proposals
- A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- Another basis for review as provided by state or federal law, explain below:

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the highest-scored proposer and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- I will have legal counsel at the County Review Panel Meeting
- I will *not* have legal counsel at the County Review Panel Meeting

**Exhibit C-42- TRANSMITTAL FORM TO REQUEST A
REQUEST FOR PROPOSALS COUNTY REVIEW PANEL**

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by:

Date request submitted to the CEO to convene a Panel:

Date of County Review Panel Meeting:

Date report due from Panel:

Date report sent by Department to Vendor: _____

Results of Panel Report: Protest Denied Protest Valid

Comments: _____

Exhibit C-43 – Criminal Convictions Information Notice and Certification

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

All staff working under this Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. **NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)**

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Convictions Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

- I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.
- I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): _____

Conviction Date: _____

- I am currently on probation/parole. End date: _____
- I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____

Signature & Title

Date