



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

FOR

Healthy Eating Active Living (HEAL) Initiatives (HEAL RFP 2012)

**Prepared By
County of Los Angeles
Department of Public Health
CHRONIC DISEASE AND INJURY PREVENTION**

**REQUEST FOR PROPOSALS (RFP)
HEALTHY EATING ACTIVE LIVING (HEAL) INITIATIVES**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (DPH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified entities (Proposers) to develop and implement one or more evidence-based strategies that will create environments where it is convenient, safe, and easy for community members to eat healthier and participate in physical activity every day.

Interested and qualified Proposers may submit a proposal on one or more strategies listed in the Menu of Evidence-Based Strategies in Sub-paragraph 1.7.1. At a minimum, one strategy must be fully developed within the first two years, and implementation initiated within the first several months of Year 3.

The Healthy Eating Active Living (HEAL) Initiatives described in this RFP are made possible by an award received from the Centers for Disease Control and Prevention (CDC) as part of the U.S. Department of Health and Human Services' (HHS's) Community Transformation Grants (CTG) initiative. The CTG initiative will support a number of projects, including the HEAL Initiative grant program, to reduce obesity, prevent chronic disease, and address health disparities in the county population. The CTG initiative will be used to fund the first year of the HEAL Initiative grant program. Funding for Years 2, 3, and 4 are contingent upon continued federal funding of the CDC's CTG.

Background

Over the last ten years the average weight of Los Angeles (LA) County adults has steadily increased and has been accompanied by rising rates of obesity, diabetes, and hypertension. The prevalence of childhood obesity has also increased, raising the risk of other adverse health effects such as early onset of hypertension, type 2 diabetes, and asthma. Engaging in regular physical activity and maintaining a healthy diet are two of the most effective ways to prevent these and many other chronic conditions including cardiovascular disease, colon cancer, osteoporosis, and depression. However, almost half of LA County adults do not get recommended levels of physical activity, 36% describe themselves as inactive, and only 27% of LA County teenagers consume at least five or more servings of fruits and vegetables a day. These sedentary and poor diet lifestyles have a profound impact on chronic disease, rates of premature death, and years of healthy life lost in the County.

Understanding patterns of health and disease requires a focus not only on personal behaviors and biologic traits, but also on social conditions and physical environments that offer or limit opportunities for healthy eating and physical activity. These characteristics of communities are a major influence on public health and have both short-term and long-term consequences for health and quality of life. Research has shown that environmental changes, such as improving safe options for active transportation (i.e. travel by walking, biking or other forms of self-propelling transport), providing access to nutritious foods, and

improving physical education in schools, can result in healthier behaviors and positively impact multiple chronic disease outcomes.

In essence, in order to improve community health, the community's environment must make healthy eating and physical activity an easy choice. For example, 1) increasing the presence of grocery stores that sell affordable healthy foods in economically disadvantaged neighborhoods encourages residents to purchase healthy foods, or 2) designing neighborhoods to include ample sidewalks, safe crossings, adequate lighting, and traffic calming features encourages people to walk. As a result, these changes increase opportunities for residents to eat healthily and engage in physical activity.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **SECTION 1.0 INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.
- **SECTION 2.0 PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SECTION 3.0 SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.
- **APPENDICES:** The following Appendices, together with their respective Exhibits and Attachments, are attached to this RFP:
 - **A SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
 - **B SCOPE OF WORK:** Explains in detail the required services to be performed by the Contract.
 - **C BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS:** Provides informational guidelines to assist in the preparation of the budget forms.
 - **C1 BUDGET FORM:** Budget Form to be used in submitting Proposer's program budget.
 - **D REQUIRED FORMS:** Forms that must be completed and included in the proposal.
 - **E TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to County Department requesting a Solicitation Requirements Review

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- **F COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G JURY SERVICE ORDINANCE:** County Code.
 - **H LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **I IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **J SAFELY SURRENDERED BABY LAW:** County program.
 - **K LIVING WAGE ORDINANCE (INTENTIONALLY OMITTED)**
 - **L DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT (INTENTIONALLY OMITTED)**
 - **M GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/ PAYROLL VIOLATIONS (INTENTIONALLY OMITTED)**
 - **N BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
 - **O DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code
 - **P FRUIT AND VEGETABLE CONSUMPTION AND PHYSICAL ACTIVITY DATA:** Data from the 2007 Los Angeles County Health Survey.
 - **Q INITIATIVE EXAMPLES:** Hypothetical examples of HEAL initiatives that are in line with goals and objectives in this RFP.
 - **R MANDATORY INTENT TO APPLY FORM:** Required appendix in order for a Proposer to demonstrate compliance with the Proposer minimum mandatory requirements.

1.3 Terms and Definitions

The following terms are used throughout this RFP and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **Strategy:** the method (either from Menu of Evidence-Based Strategies or created by the Proposer) to increase healthy eating and/or physical activity.

- Initiative: the proposed strategy or set of strategies and all related Scope of Work activities.
- Jurisdiction: the city, community plan area, school district, or unincorporated area where the proposed initiative will occur.
- Active Living: the opportunity to incorporate physical activity, as a form of transportation or recreation, into daily routines.
- Healthy Eating: the opportunity to eat, grow, select, or purchase healthy foods and beverages that meet specific nutrition standards.
- Health Disparity: difference in health status across two or more groups that is often linked with social, economic, and/or environmental disadvantage

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully develop initiatives that strive to meet the objectives identified in paragraph 1.6, are invited to submit a proposal on one or more of the strategies Listed in paragraph 1.7. In addition, Proposers must meet all the minimum mandatory requirements by the time proposal is submitted:

- 1.4.1 Proposer must be one of the following:
 - a) City; or
 - b) California, non-profit organization with 501(c)(3) status that has been in business for more than two years; or
 - c) Non-profit without 501(c)(3) status that has been in business for more than two years and applying through a credible fiscal sponsor; or
 - d) College or university; or
 - e) School district.
- 1.4.2 Proposer must either have:
 - a) a business office in the city/unincorporated area in LA County where the initiative will take place; or
 - b) two (2) years experience working in the city/unincorporated area in LA County where the initiative will take place; or
 - c) a required partner who has worked in the city/unincorporated area in LA County where the initiative will take place for at least two (2) years.
- 1.4.3 Proposer must have a minimum of two (2) years of experience within the last seven (7) years working on active living or healthy eating initiatives.
- 1.4.4 Mandatory Intent to Apply Form received by due date and time.

1.4.5 The proposed initiative must take place in Los Angeles County.

1.5 Eligibility Exclusions

The following entities are not eligible to apply for funding through this RFP:

1.5.1 Los Angeles (City): The City of Los Angeles may not be the lead Proposer. An initiative may occur in the City of Los Angeles as long as a non-profit organization is the lead Proposer. Non-profit organizations may partner with the City of Los Angeles.

1.5.2 Los Angeles (County): County of Los Angeles Departments may not apply as the lead Proposer. Non-profit organizations may partner with County of Los Angeles Departments to work in unincorporated areas as long as the non-profit organization is the lead Proposer. School districts, colleges, and universities may partner with County of Los Angeles Departments to work in unincorporated areas as long as the school district, college, or university is the lead Proposer.

1.5.3 Los Angeles Unified School District (LAUSD): LAUSD may not be the lead Proposer. Cities and non-profit organizations may partner with LAUSD as long as the city or non-profit organization is the lead Proposer.

1.5.4 Los Angeles County Office of Education (LACOE): LACOE may not be the lead Proposer. Cities and non-profit organizations may partner with LACOE as long as the city or non-profit organization is the lead Proposer.

1.6 Initiative Goals and Objectives

The overall goal of the HEAL Initiative is to reduce the prevalence of obesity and chronic disease, and address health disparities in Los Angeles County by developing and implementing one or more evidence-based strategies that will create an environment where it is convenient, safe, and easy for community members to eat healthier and participate in physical activity every day.

In order to achieve this goal, Proposal shall demonstrate initiatives that strive to meet the following objectives:

- Target a jurisdiction(s) or subgroup within a jurisdiction that is low income and has high rates of childhood obesity;
- Reduce health disparities jurisdiction wide (compared to other jurisdictions), in targeted areas (compared to other parts of the jurisdiction), or both;
- Has the potential to change the healthy eating and physical activity behaviors of a substantial number of people;

- Develop bold strategies with an ambitious implementation timeline;
- Assess and address the implication of crime and violence on the initiative;
- Employ innovative, wide-ranging activities to engage community residents and stakeholders in the initiative;
- Address the barriers that may deter people from benefiting from the initiative;
- Be feasible; Proposed strategy(ies) should be feasible and fully developed within the proposed timeframe;
- Be reasonable: Proposed strategies should be fully implemented within a reasonable timeframe;
- Be sustainable: Indicate how proposed strategy(ies) will continue to be implemented after the grant term;
- Proposed Strategy must be led by an organization and a partnership with a history of leading successful healthy eating and active living strategies; and
- Proposed strategies must be cost effective.

1.7 Strategy and Partner Selection

1.7.1 Strategy Selection

Proposer may submit a proposal on one or more of the strategies listed on the Menu of Evidence-Based Strategies below. Strategies can be selected from one or any combination of the Active Living, Healthy Eating, and School District categories.

The selected strategy(ies) should strive to meet the goals and objectives described in Section 1.6., Initiative Goals and Objectives. For example, a Proposer may elect developing and implementing one comprehensive strategy, such as an active transportation plan, and implement the plan's short term pedestrian and bicycle programs and projects within the grant term, and another Proposer may strive to improve the health of children and develop two or three strategies (either concurrently or consecutively) that will provide children with more opportunities to eat healthfully and make it safe for them to walk to school. The key to a successful initiative isn't in the number of strategies proposed, but rather, a clear description of how the initiative will increase physical activity and/or healthy eating. The funding amount for a Proposer implementing more than one strategy will not increase based on the number of strategies. Each recommended proposal will receive the same award of \$125,000 per year whether they are implementing a single strategy or multiple strategies.

If proposing more than one strategy, selected strategies should be well aligned and synergistic. The proposal must provide a clear rationale that describes why each strategy was selected and how they will reinforce one another and work toward achieving similar goals. For example, strategies that attract grocery stores, allow produce carts in select neighborhoods, and permit urban agriculture in a low income city all work well together because each strategy is striving to improve access to healthy foods in a low income area. Whereas, establishing an on-going Ciclovía and developing and implementing a city employee worksite policy may not be as compelling of a connection.

See Appendix Q for examples of HEAL Initiatives.

Menu of Evidence-Based Strategies
<p><u>Active Living</u></p> <ol style="list-style-type: none"> 1. Citywide Safe Routes to School (SRTS) Plan or SRTS Plan for multiple schools that include the five E's (engineering, education, enforcement, encouragement, and evaluation) and apply for state or federal funding to implement the plan. SRTS Plan should assess, and if necessary, include strategies to reduce crime, violence, and bullying along the routes to school. Websites for additional information: Caltrans. http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm Safe Routes to School National Partnership. http://www.saferoutespartnership.org/ National Center for Safe Routes to School. http://www.saferoutesinfo.org/ 2. Citywide active transportation master plan (i.e. pedestrian, bicycle, and public transit master plan), pedestrian & bicycle master plan, pedestrian master plan, or bicycle master plan. Prioritize improvements in low-income communities, neighborhoods with high rates of childhood obesity, and/or streets with a high frequency of collisions. The plan should include innovative approaches to complete streets such as those found in the Model Design Manual for Living Streets. http://www.modelstreetdesignmanual.com. Websites for additional information: National Center for Bicycling and Walking. http://www.bikewalk.org Pedestrian and Bicycle Information Center. http://www.pedbikeinfo.org/ CDC. http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf Active Living By Design. http://www.activelivingbydesign.org/ 3. Bicycle, pedestrian, and/or active transportation plan for a <u>specific area</u> of the city. Prioritize improvements in low-income communities, neighborhoods with high rates of childhood obesity, and/or streets with high-collision rates. The plan should include innovative approaches to complete streets such as those found in the Model Design Manual for Living Streets. http://www.modelstreetdesignmanual.com. Websites for additional information: see website links listed under master plans in #2. 4. Open streets event or "Ciclovía" where streets are closed to traffic and open to bicyclists, pedestrians, people in wheelchairs, runners, skaters, baby strollers, etc.

The Ciclovía should include at least five continuous miles of streets and occur at least quarterly for at least three years. Please note: grant funds may not be used to pay for city staff to run the event (e.g. police officers, public works staff, etc.). Websites for additional information: Los Angeles. <http://www.ciclavía.org/>, openstreetsproject.org
New York City. www.nyc.gov/summerstreets

5. Transit oriented development plan (or plans) a half-mile around existing or planned transportation hub(s) that promotes physical activity, provides easy access to healthy food and other vital neighborhood services. Websites for additional information: Center for Transit Oriented Development. <http://www.ctod.org>
CDC. <http://www.cdc.gov/healthyplaces/healthtopics/gentrification.htm>
6. Joint use agreement(s) to increase the number of public places accessible to the public for physical activity. The joint use agreement must be in effect for two years and provide the public access to at least four separate locations to be physically active (e.g. four schools). Website for additional information: Public Health Law and Policy. www.phlplnet.org/healthy-planning/products/joint_use_toolkit
7. Infill and/or mixed use plan that promotes the development of long-term affordable housing. Websites for additional information:
U.S. EPA. www.epa.gov/dced/
CDC. <http://www.cdc.gov/healthyplaces/healthtopics/gentrification.htm> and http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf
8. Health element for a city's general plan addressing built environment health impacts on physical activity and access to healthy foods. Website for Additional Information:
http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf
9. City's traffic streets manual based on recommendations provided in the Model Design Manual for Living Streets. www.modelstreetdesignmanual.com
10. Complete streets policy that includes: i) internal procedures for evaluating all maintenance and capital improvement projects for impact on all users of the road and considers the addition of bicycle and pedestrian facilities; and ii) identification of a key bicycle and pedestrian networks city-wide (unless bicycle and pedestrian master plans are already adopted). Websites for Additional Information:
National Complete Streets Coalition. <http://www.completestreets.org/>
Public Health Law and Policy. www.nplanonline.org/nplan/products/model-comprehensive-plan-language-complete-streets
11. Parking policies that encourage walking and bicycling to destinations instead of driving. Examples include fewer parking spaces in new developments in walkable neighborhoods, charge increased rates for parking at key destinations that could be arrived at by walking and biking, and other innovative parking strategies to encourage walking and biking. Websites for Additional Information:
Metropolitan Transportation Commission. http://www.mtc.ca.gov/planning/smart_growth/parking/parking_seminar/Toolbox-Handbook.pdf
Victoria Transport Policy Institute. <http://www.vtpi.org/parkpricing.pdf>
12. Open space master plan that focuses on creating and/or improving existing parks,

trails, streets, greenways, and other public spaces that encourage walking, bicycling, and participating in other forms of physical activity. The plan should outline actions that will be taken to ensure that most residents are within a ten minute walk of an open space conducive to physical activity. The plan should also propose street improvements that will make walking and bicycling to such open spaces safe and pleasant. <http://www.miamidade.gov/parksmasterplan/>

13. Health impact assessment (HIA) to systematically judge the potential effects of a proposed project on the health of a population and recommend possible alternatives to protect and promote health. Or, conduct an HIA on a policy proposed as part of this initiative and use results to inform the community. Website for Additional Information: CDC. <http://www.cdc.gov/healthyplaces/hia.htm>
14. A designated funding source(s) for bicycle and pedestrian infrastructure and programs in your city. Examples include an active transportation fee for new developments, an allocation for active transportation from parking revenues or local sales tax revenues, and a dedicated percentage to bike/ped projects from Measure R local returns.
15. An evidence-based strategy not listed in the Menu of Evidence-Based Strategies but meets the goals and objectives of this RFP as stated in Section 1.6.

Healthy Eating

16. A produce cart ordinance that increases access to fresh produce by creating and/or incentivizing a permit program for sidewalk produce vendors. Or, create another mechanism to allow the sale of produce from small carts or stands in high-need areas (e.g. urban farm stands on public property, or in parks). Website for Additional Information: Public Health Law and Policy. www.nplanonline.org/nplan/products/model-produce-cart-ordinance
17. A policy that restricts sales of unhealthy foods and/or encourages the sale of healthy foods near designated locations children are likely to frequent. For example, a Healthy Food Zone Ordinance that prohibits new fast food restaurants and/or mobile vendors from locating within a certain distance from any school. Or, allow mobile vendors to only sell healthy items within a certain distance of a school. Website for Additional Information: Public Health Law and Policy. www.nplanonline.org/nplan/products/model-healthy-food-zone-ordinance
18. An on-going farmers' market in a high-need area, implement systems to accept payment from federal food assistance, at least electronic benefit technology (EBT) cards, at the market. To expand the scope of the intervention, offer incentives at the market for use of EBT.
19. A zoning ordinance, permitting process, and/or other land-use policy that will allow or protect farmers' markets, community gardens, and/or urban agriculture. Create policies that encourage/require greater density of community gardens, farmers' markets, and/or urban agriculture. Website for Additional Information: Public Health Law and Policy. www.nplanonline.org/nplan/products/establishing-land-use-protections-farmers-markets
20. A plan and incentive package (e.g. fast track permitting, tax credits, city liaison,

relaxed zoning requirements, alternative design standards, reduced parking requirements, coordinated local purchasing assistance, etc.) to attract grocery stores in high need areas. Provide technical assistance to encourage healthy food retailers to apply for state and federal healthy food financing funds to use the incentive package. Website for Additional Information: Public Health Law and Policy. www.phlpnet.org/healthy-planning/products/getting-to-grocery

21. A zoning ordinance or other land-use policy that will allow healthy food retail to be built in light manufacturing zones and underserved residential zoned neighborhoods.
22. Partner with local transit authority and locate bus stops in front of grocery stores or clusters of healthy food retail.
23. A procurement policy that expands healthy food and beverages options in city facilities and/or through city programs offered to the public (e.g. policies that limit the sale of sugar-sweetened beverages, increase access to fresh drinking water, and food choices low in sodium and calories). Website for Additional Information: CDC. http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf
24. Incentives that encourage small markets or restaurants to sell healthier products (e.g. fast track permitting, tax credits, city liaison, relaxed zoning requirements, etc.) and develop a citywide recognition program. Website for Additional Information: Public Health Law and Policy. <http://www.phlpnet.org/php/products/healthy-corner-stores>
25. Menu-labeling in non-chain and small-chain restaurants (those not subject to the federal menu-labeling law) by providing resources such as nutritional analysis and assistance in the development of healthy menu item alternatives, and/or incentives for businesses such as inclusion in public recognition programs.
26. A healthy procurement policy that creates a sustainable farm to institution program.
27. An evidence-based strategy not listed in the Menu of Evidence-Based Strategies but meets the goals and objectives of this RFP as stated in Section 1.6.

School District

28. Behavioral economic strategies that increase student consumption of school meals by guiding healthier food choices in the school food environment. Website for Additional Information: <http://ben.dyson.cornell.edu/index.html>
29. Policy or food service protocols to improve nutrition of school meals district-wide.
30. School district policies that prioritize physical education (PE) and develop and implement an action plan to meet state PE requirements.
31. A district wide programmatic Safe Routes to School Plan (education, enforcement, encouragement, and evaluation). SRTS Plan should include strategies to reduce crime, violence, and bullying along the routes to school. Websites for additional information: Caltrans. <http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm>

Safe Routes to School National Partnership. <http://www.saferoutespartnership.org/>
 National Center for Safe Routes to School. <http://www.saferoutesinfo.org/>

32. A joint-use agreement(s) to increase the number of public schools accessible to the public for physical activity. The joint-use agreement must be in effect for two years and provide the public access to at least four separate locations to be physically active (e.g. four schools). Website for Additional Information: Public Health Law and Policy. www.phpnet.org/healthy-planning/products/joint_use_toolkit

1.7.2 Required Initiative Partnerships

A. Partner Selection:

Proposers are required to have at least one active partner that is a city, non-profit organization, and/or school district. Partner selection must be based on the following criteria:

If Proposer is:	Required Partner(s)
City	Non-profit organizations AND school district if initiative involves a school district
Non-profit Organization	City (or County department in unincorporated areas only) AND school district if initiative involves a school district
School District	City (or County department in unincorporated areas only) AND/OR non-profit organization*
College or University	City (or County department in unincorporated areas only) AND school district if initiative involves a school district

*Note: School Districts may be exempt from the partnership requirement if they can justify their decision in the RFP narrative that the proposed initiative does not require city and/or non-profit organization participation.

B. Partnership Requirements:

Partnership requirements depend on the agencies involved in the partnership.

If Proposer is a city or school district:

Required non-profit partner must, within 30 business days of contract execution, sign a Memorandum of Understanding or subcontract committing to specific Scope of Work (SOW) activities

Required non-profit partner must **receive at least \$20,000 per year** from the Proposer to conduct specific SOW activities. Non-profit partners are strongly encouraged to lead or be heavily involved in the stakeholder engagement activities described in Sub-paragraph

1.8.1, Phase 1: Strategy Development.

If Proposer is a non-profit organization, college or university:

Required city/school district partner must, commit to specific Scope of Work activities. Possible activities include, but are not limited to: drafting and providing feedback on strategy language, supervising technical assistance providers, introducing project manager to key jurisdictional staff, participating in community meetings, drafting city council memos, guiding project manager through bureaucratic processes, gathering data, presenting progress to decision makers, and leading internal jurisdictional workgroup.

Required city/school district partner must, within 60 days of contract execution, **secure a city council resolution** (or school district equivalent) committing staff to work on specified SOW activities.

Non-profit leads should consider providing financial compensation for city/school district services. If not feasible, non-profit organizations should incur the city/school district's initiative related expenses such as costs associated with attending conferences, participating in site visits, and offering childcare at city hosted community meetings.

Required city/school district partner must select one staff person to be the non-profit organization's primary contact throughout the grant term.

If it furthers the goal of the initiative, required city/school district partner should provide an in-kind work space for the project manager at the office most involved with the initiative.

C. Letters of Support from Required Partners:

At the time of proposal submission, Proposers are required to submit a letter of support from their required partner(s) explaining the partners' role, responsibilities, and support for the initiative. The partners' role and responsibilities should reflect the commitments described in the above Partnership Requirements paragraph. Letters of support must come from an individual with the authority to speak on behalf of the department/organization and who can commit department/organization time and resources to participate. Letters of support from local jurisdictions must come from the City or County Departments that will be most involved in partnering on the initiative.

D. Additional Partners:

While required minimum partners are listed above, it is the responsibility of each Proposer to determine whether additional partners are needed to make their initiative successful and competitive. Additional partners may be included in the proposal at the time of submission; they may also be added at a later date.

Additional partners could include coalitions, non-profit organizations, law enforcement, developers, engineers, businesses, architecture and planning firms, transportation officials, and media representatives, etc. Letters of support from additional partners must, at minimum, commit to providing community input, outreach, or educational support for the initiative.

1.7.3 Required Project Manager

Selected Proposers are required to hire one person to serve as a full-time (40 hours per week = 1 Full Time Equivalent) Project Manager within 45 business days of contract execution. The Project Manager may only work on the funded initiative and may not work on any other projects.

Proposers are strongly encouraged to hire a new staff person to serve as the Project Manager. If an existing staff person will be assigned, selected Proposer must demonstrate that the staff person's current assignments will be completed or assigned to another staff person by contract execution. If proposed initiative involves more than one city department, the Project Manager must be positioned to work with all participating departments easily and effectively.

The Project Manager must also have experience in and/or the ability to carry out the following responsibilities: meet Scope of Work deliverables, lead the partnership and Technical Advisory Committee (Sub-paragraph 1.8.1F, Form a Technical Advisory Committee), ensure implementation of robust stakeholder engagement, document partnership successes, lead the effort to overcome barriers, collaborate with DPH staff, work with the Technical Assistance (TA) Coordinator and partners to identify technical assistance needs, ensure that County requirements are fulfilled; and work with DPH to monitor and evaluate the initiative.

If Proposer is a city or school district, the Proposer must select one of the following methods to hire a Project Manager:

- a) Hire as a city/school district employee;
- b) Subcontract with partnering non-profit organization;
- c) Subcontract with an individual consultant (consulting firm is not allowed); or
- d) Subcontract with a personnel services agency.

If Proposer is a non-profit organization, the Proposer may not subcontract to hire a project manager.

1.7.4 Regional Initiatives:

Proposers may pursue a regional initiative, where multiple jurisdictions that share a geographic border develop and implement the same strategy(ies). However, only one agency can be the lead Proposer and the Proposer must provide a strong justification as to why a regional initiative is appropriate and will be more effective than an initiative in a single jurisdiction. The proposed strategy(ies) must be the same for all participating jurisdictions. Examples of acceptable regional initiatives include strategies such as: pursuing an on-going Ciclovía (an event closing streets to cars and opening them to bicyclists, pedestrians, etc.), a pedestrian and bicycle master plan, a 'safe routes to school' plan, or a similar plan that spans across contiguous jurisdictions. Additionally, all of the community engagement activities must occur in each participating jurisdiction.

In this case, the Proposer must provide a strong justification as to how the proposed staffing pattern is sufficient to complete the work of developing and implementing the strategy(ies) in each jurisdiction. Proposers must also attach to their proposal a letter of support from each city manager (or jurisdictional equivalent) agreeing to participate in the initiative. If selected, each jurisdiction must adopt a city council resolution (or jurisdictional equivalent) agreeing to participate in the initiative within 60 business days after contract execution.

1.8 Instructions for Preparing the Scope of Work (SOW)

Proposers must describe how they will fully develop and implement their selected strategy(ies) using the SOW template in Appendix B. At minimum, Proposers must conduct all of the activities listed under the *SOW Required Activities* section of Appendix B, Scope of Work. The required activities are described in more detail below.

1.8.1 Phase 1: Strategy Development

At least one strategy must be fully developed by the end of Year 2. (Proposers may continue developing other strategies throughout the grant term.) Proposers shall develop their proposed strategy(ies) by adhering to the following activities:

A. Collect Community Input and Incorporate into the Strategy:

Each Proposer is required to collect a considerable amount of community input to inform each of the initiative's strategies. The input will be collected during the drafting phase of the strategy and will shape the content of the strategy. Proposers must at minimum use the following two methods to collect community input for each strategy:

-
- Conduct focus group(s) or meetings with existing groups to solicit input on the strategy.
 - Hold jurisdiction-wide public workshop(s) to solicit input on the strategy.

In addition to these required activities, proposers may also solicit input using, but not limited to, the following: surveys, stakeholder interviews, and interactive “mind-mixer” websites.

The Proposer must make a concerted effort to collect input from communities that are low-income, non-English speaking, do not meet physical activity recommendations, have limited access to healthy food and beverages, and have high obesity prevalence. Culturally and linguistically appropriate promotion activities should be used when reaching out to these populations. The Proposer should use both innovative and well-proven techniques to advertise community input events such as, but not limited to: social media, club announcements, door to door outreach, school announcements, local channel advertisements, automatic phone calls, bus shelter signs, mass mailings, and newspaper postings. Incentives such as childcare, translation, and refreshments should be offered at community input events to encourage participation. Please note that grant funding cannot be used to purchase food.

Community input activities may be conducted by one or any combination of the following entities: 1) the Proposer, 2) Proposer’s required or additional partner, 3) consultant, and 4) community advisory committee that consists of the project manager, key community stakeholders, and organizations.

B. Train and Work with Youth to Collect Pertinent Data:

The Proposer will train youth to collect data that may be used to inform the strategy and/or highlight the barriers that make it difficult for youth to be physically active or eat healthfully. Such data may be presented to decision makers to illustrate the public health needs of the community. For example: 1) a group of high school students might conduct a pedestrian audit around their school, and share their photographs with decision makers to illustrate the dangers of walking to school, and 2) a group of students might survey their fellow students’ healthy food preferences, and present findings, along with the public health impact of inadequate nutrition to the school district’s superintendents.

C. Educate Decision Makers and Community Members about the Public Health Impact of the Proposed Strategy:

The Proposer will be required to educate decision makers and community members about the public health impact of the proposed

strategy once it nears its final form. Additionally, Proposer will be required to educate their decision makers and community members differently based on the strategies that best meet their need. The end result should be a decision making body that is knowledgeable about the public impact of the proposed strategy and a group of community members that is actively involved in educating others on the public health impact of the strategy.

At minimum, the Proposer must conduct the following activities to educate decision makers and community members about the public health impact of the proposed strategy:

- Train community stakeholders to develop and implement healthy eating and active living strategies.
- Convene a select group of community stakeholders to provide feedback on the draft strategy before it is released to the general public.
- Community stakeholders meet one-on-one with decision makers to discuss the public health impact of the strategy.
- Community stakeholders provide written and oral testimony at public hearings regarding the public health impact of the strategy.

These activities may be conducted by one or any combination of the following entities: 1) the Proposer; 2) Proposer's required or additional partner; and 3) community advisory committee that consists of the project manager, key community stakeholders, and organizations.

D. Propose bold strategies and implementation plans that maximize the public health impact:

This could include proposing experimental bicycle facilities, addressing barriers that hinder healthy eating and active living, and taking new approaches to solving problems that arise. For example, if proposing to improve the walkability and bikeability of a jurisdiction, Proposers should be open to including facilities such as road diets, bulb-outs, raised crosswalks, advanced stop lines, cycle tracks, bike boxes, and colored pavement treatments as part of the strategy(ies). The fully developed strategy(ies) should include: (i) a description of key implementation actions; (ii) a timeline with designations of "short, medium, and long-term" for key implementation actions, if actual dates of completion are not possible; and (iii) approximate costs of implementation action.

E: Assess and address the implication of crime and violence on the strategy:

Violence and crime (both actual and perceived) often serve as a barrier to implementing a successful initiative. Many obesity prevention strategies such as designing walkable and bikeable streets and encouraging healthy food retailers to conduct business in high need neighborhoods may be less effective in communities plagued with violence and crime. People may not take advantage of these types of facilities in their neighborhood if they do not feel safe to do so. For these reasons, Proposers should assess the impact that violence and crime may have on the success of the proposed initiative and address those impacts in the proposed strategy and/or implementation plan. In order to do this, Proposers should consider doing one or more of the following: a) convene violence prevention stakeholders and experts (law enforcement, schools, faith leaders, community coalitions, etc.) to discuss how violence and crime might hinder the success of the initiative and brainstorm solutions; b) outreach and collect input specifically from communities who experience crime and violence; and c) invite violence prevention stakeholders to participate in the community stakeholder group or technical advisory committee. For additional ideas, download the Prevention Institute's report "Addressing the Intersection: Preventing Violence and Promoting Healthy Eating and Active Living" on their website: preventioninstitute.org

F. Form a Technical Advisory Committee:

Selected Proposers must form a Technical Advisory Committee (TAC) that consist of a representative from every city/school district that is or will be affected by the development and implementation of the strategy(ies). The TAC will be responsible for providing direction, commenting on technical aspects of the initiative, and giving overall input. The TAC must meet regularly, at a minimum quarterly.

G. Consider utilizing programs and events:

Selected Proposers are encouraged to coordinate programs and events that can be used to promote the initiative (e.g. walk with the mayor, healthy food demonstrations, bike festivals, etc.). However, no more than 15% of the initiative's budget and no more than 15% of the Project Manager's time may be used for such activities.

H. Collect and evaluate data:

The selected Proposer is required to collect and analyze baseline data at the beginning of the initiative and throughout the grant term to help measure changes that occur as a result of the initiative. The type of data collected will depend on the initiative's goal, but might include activities such as: bike and pedestrian counts, healthy mobile vendor counts, miles of bike lanes, or counts of small markets offering fruits and vegetables. (DPH will help selected Proposers identify their data collection needs during contract negotiations).

Selected Proposers are subject to participating in additional evaluation activities mandated by the CDC and/or DPH.

I. Pass a city council resolution:

Within 60 business days of contract execution, selected Proposers must secure a city council resolution (or school district equivalent) committing jurisdiction staff to work on specified SOW activities.

J. Develop an action plan:

Selected Proposers may be required to submit an action plan that provides a more detailed description of the steps required to achieve SOW deliverables.

1.8.2 Phase 2 - Strategy Implementation

Implementation of at least one (1) strategy must begin by the start of Year 3. Implementation actions may include revising city protocols to adhere to the fully developed strategy or making capital improvements to the physical environment. Although grant funds may not be used to pay for physical changes to the environment (e.g. way finding signage, paint, trees, construction, etc), staff time may be used to plan, and coordinate physical project(s) aligned with initiative's fully developed strategy(ies). DPH will also consider allowing the selected Proposer to conduct a limited amount of programmatic work (e.g. violence prevention program, Safe Routes to School encouragement activities) during the implementation phase as long as the program is an integral part of the initiative's success.

The selected Proposers will be required to submit an implementation plan for each strategy within ninety (90) business days after the strategy is fully developed. The implementation plan must include the following categories: description of key steps to be taken to put the strategy's implementation actions into effect, a more detailed timeline than the one created during the strategy development phase, and the responsible agency to carry out each implementation action.

As part of strategy implementation, selected Proposers must set up two separate workgroups: a) internal jurisdictional workgroup that will facilitate the technical aspects of strategy implementation; and b) community stakeholder workgroup that will ensure decision makers and staff follow through on implementation. Both workgroups should continue to meet until the strategy(ies) has been implemented; even if it is implemented after the grant term.

1.9 LOBBYING RESTRICTIONS

As recipients of federal funding and under the provisions of 31 U.S.C. Section 1352, contractors are prohibited from using appropriated Federal funds for

lobbying congress or any Federal agency in connection with the award of a particular contract. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby. In addition no part of CDC appropriated funds shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grassroots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local elected bodies.

The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the elected officials in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation. It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.

1.10 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the following websites:

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

and <http://publichealth.lacounty.gov/cg/index.htm> Addendum shall be e-mailed to each person or organization which County records indicate has submitted a Mandatory Intent to Apply Form to this RFP. It is the Proposers' responsibility to check the website regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be

bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.11 Contract Term

The Contract term shall be effective on date of execution by both parties for a period of up to twelve (12) months, commencing after approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided herein. The County shall have the sole option to extend the term for up to three (3) additional one (1) year terms for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

The option for Contract renewal will be evaluated every year based on performance, continued availability of funds, and approval by DPH and the County Board of Supervisors. At minimum, funded Proposers must fully develop one strategy by the end of Year 2 to be eligible for funding in Years 3 and 4, unless an exception is granted by DPH.

1.12 Availability of Funds and Technical Assistance

1.12.1 Availability of Funds

The HEAL Initiative grant program is anticipating to fund up to eight organizations in the amount of \$125,000 each for the first year, with an option to extend the term for three additional years at the same level of funding. Funding for Years 2, 3, and 4 of the HEAL grant is contingent upon continued federal funding of CTG and satisfactory performance.

1.12.2 Access to Technical Assistance

Through a different funding process (outside of the initiative's \$125,000 budget), DPH will also fund a technical assistance coordinator to provide support to the initiatives. The Technical Assistance Coordinator will subcontract with a pool of experts who can serve as consultants to the selected Proposers. Examples of technical assistance include, but are not limited to:

- Conducting Workshops (e.g. Designing for Bicycle and Pedestrian Safety, Implementing Complete Streets, How to use The Living Streets Manual, etc.);
- Pedestrian surveys, counts, and analysis;
- Field review of proposed facilities (e.g. assess the possibility of roundabouts, bulb outs, etc. at specified intersections);
- Facilitating community workshops; and
- Designing way-finding signage.

The Technical Assistance Coordinator and/or DPH staff will meet with

initiative partners within the first few weeks of each year to assist in selecting the most appropriate technical assistance consultants to support each initiative that year. DPH and the Technical Assistance Coordinator will work to meet the technical assistance needs of each selected Proposer to the best of its ability and within reasonable limits. However, DPH cannot guarantee that all selected Proposers will receive technical assistance.

1.13 Days of Operation

The selected Proposer shall conduct routine initiative activities Monday through Friday from 8:30 am to 5:00 pm Pacific Time, excluding County designated holidays unless otherwise authorized by the County's Project Director. The Contractor is not required to provide services on County recognized holidays. The County will provide a list of the County designated holidays to the Contractor at the time the resultant Agreement is approved, and annually thereafter, at the beginning of each new calendar year.

1.14 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and mailed or e-mailed to:

Louisa Franco
695 S. Vermont Avenue, 14th Floor (South Tower)
Los Angeles, CA 90005
E-mail: lfranco@ph.lacounty.gov

If it is discovered that Proposer or any of its partners contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify the proposal from further consideration.

1.15 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.16 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.17 County Option to Reject Proposals or Cancel Solicitation

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. In addition, the RFP process may be canceled at any time, when the Director determines at his/her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential discrepancies in a submitted proposal.

1.18 Protest Policy Review Process

1.18.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.18.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.18.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.18.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.9 in the Selection Process and Evaluation Criteria Section)

1.19 Notice to Proposers Regarding The Public Records Act

1.19.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, DPH completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the

recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, DPH recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

- 1.19.2 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. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.20 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix A, Sample Contract, Sub-paragraph 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A, Sample Contract, Sub-paragraphs 8.24 and 8.25.

1.21 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.22 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.23 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at

the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

1.24 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-paragraph 7.5 and the Independent Contractor Status provision contained in Sub-paragraph 8.22 in Appendix A, Sample Contract.

1.25 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 5, Certification of No Conflict of Interest.

1.26 Determination of Proposer Responsibility

1.26.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

1.26.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.26.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer'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.

1.26.4 If there is evidence that the apparent highest ranked Proposer may not

be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 1.26.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.26.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.27 Proposer Debarment

- 1.27.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer'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 offense 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.
- 1.27.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.27.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be

debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.27.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.27.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (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.
- 1.27.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.27.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.27.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.27.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.28 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.29 Gratuities

1.29.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.29.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.29.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.30 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an

ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6, as part of their proposal.

1.31 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.32 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 9, along with their proposal.

1.33 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Scope of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures

taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.34 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Sub-paragraph 8.39.

1.35 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.36 County Policy on Doing Business with Small Business

1.36.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.36.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.38 of this Section.

1.36.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Sub-paragraph 1.37 - Jury Service Program of this Section.

1.36.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.37 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.37.1 The Jury Service Program requires Contractors and their Subcontractors to 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 employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.37.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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 County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.37.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining

agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.38 Local Small Business Enterprise Preference Program

- 1.38.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.38.2 To apply for certification as a Local SBE, businesses may register with Internal Services Department at <http://laosb.org>
- 1.38.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Exhibit 7 in Appendix D – Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.38.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.39 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 business days after receipt of an undisputed invoice.

1.40 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form

- Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.41 Transitional Job Opportunities Preference Program

1.41.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

1.41.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.41.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D – Required Forms – Exhibit 21 and submit it along with all supporting documentation with their proposal.

1.42 Living Wage Program - INTENTIONALLY OMITTED

1.43 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, and with applicable provision of the Health Information Technology for Economic and Clinical Health (HITECH) Act, as contained in Appendix A, Sample Contract, Exhibit N.

1.44 Proposer's Charitable Contributions Compliance

- 1.44.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.44.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 20 as set forth in Appendix D – Required Forms. A completed Exhibit 20 is a required part of any agreement with the County.
- 1.44.3 In Exhibit 20, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.44.4 Prospective County contractors that do not complete Exhibit 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.45 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the

Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Sub-paragraph 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 22 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the County's sole judgment and such judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

Event	Date	Time All times listed are in Pacific Standard Time
Release of RFP	July 9, 2012	
Request for a Solicitation Requirement Review is due by:	July 23, 2012	3:30 PM
Proposers' written questions are due by :	July 23, 2012	3:30 PM
Mandatory Intent to Apply Form due by:	July 30, 2012	3:30 PM
Release of answers to Proposers' written questions:	August 6, 2012	
Proposal is due by:	August 30, 2012	3:30 PM

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review

may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by July 23, 2012 by 3:30 p.m. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please include the Proposer's name, organization, email address and phone number. Also, specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions must be submitted electronically on or before the deadline to:

Louisa Franco
E-mail address: lfranco@ph.lacounty.gov

2.6 Mandatory Intent to Apply Form

For a proposal to be considered, Proposers must complete and submit Appendix R (Mandatory Intent to Apply Form) on or before July 30, 2012 by 3:30 p.m. Appendix R must be signed by a representative of the proposing agency who is authorized to sign on the Proposer's behalf. Submitted Proposals that do not meet this requirement will be deemed non-responsive and rejected without review.

The Mandatory Intent to Apply form must include the following information:

- The proposed strategy(ies)*
- The city, school district, community plan area, or unincorporated area(s) where the initiative will be conducted. If the initiative will be conducted in an unincorporated area or subsection of a city, provide the name of the major streets that border the area.*
- The required partner*
- The legal name and address (including zip code) of the Proposer
- The name, title, telephone number, and email address of the Proposer's contact person for the RFP

* **May be revised prior to submission of proposal.**

Mandatory Intent to Apply Form Submission

The Mandatory Intent to Apply Form is to be submitted by direct delivery or e-mail transmission (PDF format only) to:

Louisa Franco
695 S. Vermont Avenue, South Tower, 14th Floor
Los Angeles, CA 90005
lfranco@ph.lacounty.gov

Proposer shall be responsible for verifying that the Mandatory Intent to Apply Form is received. The Proposer assumes all associated risk of non-receipt of its Mandatory Intent to Apply Form. **Under no circumstances will a proposal be accepted from a Proposer who did not submit a Mandatory Intent to Apply Form as specified in this provision.**

2.7 Preparation of the Proposal

Each proposal and subsequent copy, must be submitted in the prescribed format below. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

1. All proposals submitted to DPH must be written in English.
2. Submit one complete, unbound, SINGLE-SIDED, original proposal package and six DOUBLE-SIDED copies of the original so that there are a total of seven (7) copies of the proposal available for review. All copies must be legible.
3. All materials must be typewritten, single spaced, with 11-point Arial font on 8½" by 11" paper and 1" margins. Header and footer margins shall be no less than 0.3". (Note: these guidelines do not apply to the SOW, budgets, or letters of support)
4. The responses to the narrative questions submitted in Section D of the Proposal must not exceed a total of 14 pages. Page limits exclude cover letter, table of contents, required statements and affidavits, executive summary, budget, budget justification, Scope of Work, letters of support, and required forms.
5. Number each page sequentially following the cover letter, including attachments, and provide a complete Table of Contents for the proposal and its attachments. Label each section clearly.
6. Do not staple or bind the original proposal. Use a rubber band or binder clip to keep the pages of the original proposal together. Staple the copies of the proposal. If thickness of the proposal copies prohibits stapling, please use an appropriately sized binder clip. Do not professionally bind (e.g. spiral binding) the original or copies of the proposal.
7. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

2.8 Business Proposal Format

The content and sequence of the proposal must be as follows:

1. Proposer's Organization Questionnaire/Affidavit and Required Supporting Documentation (Appendix D, Exhibit 1)
2. Table of Contents
3. Executive Summary (Section A)
4. Proposer's Qualifications (Section B)
5. Financial Capability (Section C)
6. Proposer's Approach to Provide the Required Services (Section D)

7. Proposed Scope of Work for Years 1 and 2 (Section E)
8. Proposed Budgets and Budget Justifications for Years 1 and 2 (Section F)
9. Letter of Support from Required Partner (Section G)
10. Proposer's Quality Control Plan (Section H)
11. Proposer's Green Initiatives (Section I)
12. Terms and Conditions in Sample Contract, and Requirements of the Scope of Work (SOW): Acceptance of / or Exceptions to (Section J)
13. Business Proposal Required Forms (Section K)

2.8.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign, and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information"

as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.3 Executive Summary (Business Proposal, Section A)

The Executive Summary should condense and highlight the contents of the Proposer's Business proposal to provide DPH and the Evaluation Committee with a broad understanding of the proposal and include:

- A brief description of the initiative's goals and proposed strategy(ies)
- The required partner's name and their primary role in the initiative

The Executive Summary provides reviewers with an initiative overview critical to understanding further initiative details provided in the body of the proposal but will not be scored or counted toward your narrative page limit. The Executive Summary should be approximately 1 page.

2.8.4 Proposer's Qualifications (Business Proposal, Section B)

Demonstrate that the Proposer's organization has the experience to perform the required services. The following sections must be included:

A. Proposer's Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Sub-paragraph 1.4 of this RFP and has the capability to perform the required services as a corporation or other entity. The minimum requirements include:

- Proposer must be one of the following: a) City; b) California, non-profit organization with 501(c)(3) status that has been in business for more than two years; c) Non-profit without 501(c)(3) status that has been in business for more than two

years and applying through a credible fiscal sponsor; d) College or university; e) School district.

- Proposer must either have: 1) a business office in the city/unincorporated area where the initiative will take place; or 2) two (2) years experience working in the city city/unincorporated area where the initiative will take place; or 3) a required partner who has worked in the city/unincorporated area where the initiative will take place for at least two (2) years.
- The proposed initiative must take place in Los Angeles County. State the city, school district, community plan area, unincorporated area, or subsection of a jurisdiction where the initiative will be conducted. If the initiative will be conducted in an unincorporated area or subsection of a jurisdiction provide the name of the major streets that border the area.
- Proposer must have a minimum of two (2) years experience within the last seven (7) years working on active living or healthy eating initiatives.

B. Proposers References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, and phone number for each reference is accurate. The same references may be listed on both forms - Exhibits 2 and 3 (located in Appendix D Required Forms).

County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

- a. Prospective Contractor References, Exhibit 2
Proposer must provide references where the same or similar scope of services was provided.
- b. Prospective Contractor List of Contracts, Exhibit 3
The listing must include all Public Entities contracts for the last

three (3) years. Use additional sheets if necessary.

- c. Prospective Contractor List of Terminated Contracts, Exhibit 4 Listing must include contracts terminated within the past three (3) years with a reason for termination.

2.8.5 Financial Capability (Business Proposal, Section C)

Provide copies of the organization's most current and prior two (2) fiscal years (for example 2010 and 2009) financial statements. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Organization's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your organization's financial statements:

Balance Sheet Accounts

- 1.Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
- 2.Current Liabilities
- 3.Total Assets
- 4.Total Liabilities
- 5.Owner's/Shareholder's Equity

Income Statement Accounts

- 1.Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
- 2.Total Expenses
- 3.Gross Income
- 4.Net Income

* may be excluded if they do not apply to your organization's operations

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

2.8.6 Proposer's Approach to Provide the Required Services (Business Proposal, Section D)

This Section must clearly demonstrate that the Proposer's organization has the ability to develop and implement initiatives that strive to meet the objectives identified in Paragraph 1.6, Initiative Goals and Objectives. Section D shall include the following requested information:

Note: The term "jurisdiction" refers to the city, community plan area, school district, or unincorporated areas where the proposed initiative will occur.

Category 1: Childhood Obesity Prevalence

Maximum ¼ page

Using data from the Obesity and Related Mortality in Los Angeles County Report (<http://publichealth.lacounty.gov/ha/index.htm>), provide the prevalence of childhood obesity in the city, unincorporated area, or city council district where your initiative will be implemented.

If targeting a subgroup of a jurisdiction, also include quantitative or qualitative data describing the childhood obesity in the targeted area.

If working in multiple cities or council districts, provide data for each city or district.

Category 2: Community Poverty Level

Maximum ¼ page

Using the most recent Census data available (<http://quickfacts.census.gov/qfd/>), provide the percentage of persons living below the poverty level in the jurisdiction where your initiative will be implemented. If working in multiple jurisdictions, provide data for each jurisdiction.

Category 3: Community Need and Environment

Maximum 1 page

3a. Using the most recent Census data available (<http://quickfacts.census.gov/qfd/>), provide the following information for the jurisdiction where your initiative will be implemented. If working in multiple jurisdictions, provide data for each jurisdiction.

- i. Race and ethnic group composition

- ii. Age distribution of jurisdiction's population
 - iii. Percentage of persons whose primary language spoken at home is not English
- 3b. Using the Los Angeles County Health Survey data provided in Appendix P, state the percentage of your health district's population that meet physical activity guidelines and eat five or more fruits/vegetables per day. Provide any additional data describing the healthy eating and/or active living needs of your target community. Use quantitative, qualitative or observational data as needed. If working in multiple health districts, provide data for each district.
- 3c. Provide a narrative summary describing the physical and social environment of your target community and how it impedes active living and/or healthy eating.
- 3d. Describe crime and violence (real or perceived) that exists in your target community. Quantitative, qualitative and observational data may be used.

Category 4: Leadership and Partnership Experience

Maximum 1 ½ pages

- 4a. Describe the Proposer's experience (including number of years) working on successful active living and/or healthy eating strategies, preferably in the proposed jurisdiction (two years minimum experience required).
- 4b. Identify Proposer's required partner and describe their experience (including number of years) working on healthy eating and/or active living strategies (two years minimum experience recommended). If Proposer is a school district and does not require a partner, justify why a partner is not necessary.
- 4c. Describe the Proposer's experience (including number of years) collaborating with their required partner (two years minimum experience recommended).
- 4d. Describe the Proposers experience (including number of years) collaborating with the jurisdiction's decision makers AND community members on healthy eating or active living strategies (2 years experience recommended).
- 4e. Name the city/school district department that will lead or be most involved in the initiative. Name other city/school district departments that will be involved in the initiative and describe a project that the departments have successfully worked on together.

Category 5: Strategy Selection

Maximum 1 page

- 5a. Using the Menu of Evidence-Based Strategies provided in Sub-paragraph 1.7.1, clearly state each strategy you are proposing to work on during the grant term. Briefly describe each strategy. If the strategy(ies) is not from the menu of strategies, provide a justification describing why you selected a strategy outside of the menu.
- 5b. State the strategy that will be fully developed within the first two years of the initiative. If applicable, state when the remaining strategies will be fully developed (assume a start date of January 1, 2013). Briefly describe how you will know when each strategy is fully developed; i.e. what do you define as a fully developed strategy?
- 5c. Describe why you selected each strategy and how it addresses the needs of the underserved communities described in your response to the questions in categories 1-3. If proposing a regional initiative, describe why a regional initiative is appropriate and will be more effective than an initiative in a single jurisdiction.

Category 6: Proposed Initiative

Maximum 5 pages

- 6a. Provide a clear methodology of Proposers approach to the following SOW activities for one of your initiative's key strategies:
 - i) Collect community input and incorporate it into the development of the strategy. (Emphasize methods you will use to ensure that the underserved populations described in your responses to Questions 1-3 have opportunities to fully participate in providing input). (see Sub-paragraph 1.8.1A)
 - ii) Prepare a draft of the strategy for public comment
 - iii) Educate decision-makers and community members about the public health impact of the strategy (see Sub-paragraph 1.8.1C)

6b.Partner Roles

- i) Question for City/School District Proposers Only: DPH strongly recommends that the city/school district's required non-profit partner leads or has a strong role in collecting community input, working with youth to collect data, and educating decision-makers and community members about the public health impact of the proposed strategy (see

Sub-paragraph 1.8.1). Describe the specific activities your required partner will work on and why they will be successful.

ii) Question for non-profit Proposers Only: DPH recommends that a non-profit organization's required City partner assists the city/school district with: providing feedback on strategy development, supervising technical assistance providers, introducing project manager to key jurisdictional staff, participating in community meetings, drafting city council memos, guiding project manager through bureaucratic processes, gathering data, presenting progress to decision makers, and/or leading internal jurisdictional workgroup (see Sub-paragraph 1.7.2B). Describe the specific activities your required partner will work on and why they will be successful.

6c. Through a different funding process (outside of the initiative's \$125,000 budget), DPH will also fund a technical assistance coordinator to provide support to each initiative (see Sub-paragraph 1.12). Describe any technical assistance you may need to help move you toward reaching your SOW goals.

Category 7: Initiative Implementation

Maximum 1 ½ pages

7a. DPH requires selected Proposers to begin implementing at least one strategy by the beginning of Year 3. State the strategy(ies) that you will begin to implement during the grant term of approximately four years. Describe the timeline and the major steps you will take to implement the strategy(ies).

7b. DPH recognizes that the proposed strategy(ies) may not be fully implemented during the grant term of approximately 4 years.

Proposer is to provide the following information:

- i) State how long it will take to fully implement each of your proposed strategies.
- ii) Describe the steps you will take to ensure that the strategy(ies) continues to be implemented after the grant term of approximately four years.

Category 8: Reach and Impact of Initiative

Maximum 2 pages

8a. DPH encourages both jurisdiction-wide strategies as well as strategies that improve health disparities among particular subgroups of a jurisdiction. (Health disparity is defined as a difference in health status across two or more groups that is often linked with social, economic, and/or environmental disadvantage.) Proposed initiatives should reduce health disparities either

jurisdiction wide (compared to other jurisdictions); in targeted areas (compared to other parts of the jurisdiction); or both.

- i) If applicable, list each strategy that will have a jurisdiction-wide impact and describe how the strategy will impact a significant portion of the entire jurisdiction. Describe how this jurisdiction-wide strategy will reduce health disparities.
 - ii) If applicable, list each strategy that will focus solely on improving conditions for a subgroup of a jurisdiction's population. Describe the location of the subgroup, the proportion of the jurisdiction's population that they make up, how the strategy will impact a significant portion of the subgroup, why the subgroup is being targeted, the health disparities they experience, and how the initiative will address the health disparities.
- 8b. State your willingness to incorporate pioneering programs, facilities and projects into your strategy(ies) and provide examples of such innovative approaches.
- 8c. The selected Proposer should collect and analyze data during and after the grant term to help measure changes (related to healthy eating and physical activity) that occur as a result of each strategy. Describe the data you will collect for each strategy and explain how you will know that your strategy has made a difference.
- 8d. Will your initiative increase physical activity or healthy eating (through events or strategy implementation) during the grant term? If so, how?

Category 9: Sustainability of Initiative

Maximum ½ page

- 9a. DPH is interested in sustainability and in leveraging other funding sources to extend the reach of grant funds. Can the funds we give you be leveraged in any way? Can you supplement your allocation with other funding sources during the grant term?
- 9b. In what other ways is your project sustainable?

Category 10: Feasibility and Barriers

Maximum 1 page

- 10a. Demonstrate how you have sufficient community support and political support to develop and implement each strategy within the proposed timeframe. Describe how you will address any opposition that arises.

- 10b. DPH is interested in addressing crime and violence barriers that may hinder the development and/or implementation of the proposed initiative. Using the data provided in Category 3d, describe how crime and violence may pose a barrier to the success of the initiative and how you will address it.
- 10c. Describe any other social, political, or economic barriers that may hinder the development or implementation of any of your strategies. Explain how you will address them.
- 10d. State how you will hire a project manager (see Sub-paragraph 1.7.3 for options). Describe any financial or bureaucratic challenges that may make it difficult to hire a full-time staff person within 45 days of contract execution. Explain how you will overcome those barriers. If proposing a regional initiative, describe how the proposed staffing pattern is sufficient to complete the work of passing and implementing the initiative in each city.

2.8.7 Proposed Scope of Work for Years 1 and 2 (Business Proposal, Section E)

Develop a Scope of Work for Year 1 and 2 using the template and instructions provided in Appendix B – Scope of Work.

2.8.8 Proposed Budgets and Budget Justifications for Years 1 and 2 (Business Proposal, Section F)

Develop budgets and budget justifications using the template and instructions provided in Appendix C. (Note: Proposer should submit only one budget per year even if Proposer chooses to use multiple strategies to develop their initiative.)

2.8.9 Letters of Support from Required Partner (Business Proposal, Section G)

Attach letters of support from the Proposer's required partner. The letter should:

- Describe the required partners' role and responsibilities which should reflect the commitments described in the Proposer's response to Category 6b.
- Come from an individual with the authority to speak on behalf of the department/organization and who can commit department/organization time and resources to participate
- Come from the department that will be most involved in partnering on the initiative.

2.8.10 Proposer's Quality Control Plan (Section H)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Statement of Work.

The Quality Control Plan must include, but not be limited to, the following factors:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

2.8.11 Proposer's Green Initiatives (Business Proposal, Section I)

The selected contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation practices. Describe your organization's current environmental policies and practices and those proposed to be implemented.

2.8.12 Terms and Conditions in Sample Contract: Acceptance of / or Exceptions to (Business Proposal, Section J)

Requirements in Appendix A, Sample Contract:

- A. It is the duty of every Proposer to thoroughly review the Sample Contract to ensure compliance with requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's requirements in the Sample Contract. However, the Proposers are provided the opportunity to take exceptions to the County's requirements.
- B. Section J of Proposer's response must include:
 - 1. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A, Sample Contract
 - 2. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.

- C. Indicate all exceptions to the Sample Contract by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.
- D. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
- E. The County reserves the right to make changes to the Sample Contract and its exhibits at its sole discretion.

2.8.13 Business Proposal Required Forms (Business Proposal, Section K)

Proposal shall include all completed, signed, and dated forms labeled Exhibits 1-22 in Appendix D - Required Forms. These forms include:

- Exhibit 1:** Proposer's Organization Questionnaire. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract. (Included in submission prior to Table of Contents)
- Exhibit 2:** Prospective Contractor References (Included in Section B of submission)
- Exhibit 3:** Prospective Contractor List of Contractors (Included in Section B of submission)
- Exhibit 4:** Prospective Contractor List of Terminated Contracts (Included in Section B of submission)
- Exhibit 5:** Certification of No Conflict of Interest
- Exhibit 6:** Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7:** Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
- Exhibit 8:** Proposer's EEO Certification
- Exhibit 9:** Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10:** Contractor Employee Jury Service Program – Certification Form and Application for Exception
- Exhibit 11:** Pricing Sheets (**INTENTIONALLY OMITTED**)

Exhibit 12: Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

Exhibits 13-19: Living Wage Forms (**INTENTIONALLY OMITTED**)

Exhibit 20: Charitable Contribution Certification

Exhibit 21: Transitional Job Opportunities Preference Application

Exhibit 22: Default Property Tax Reduction Program

2.9 Proposal Submission

The original Business Proposal and six (6) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR HEAL RFP 2012"

2.9.1 Proposal Delivery

Proposals must be hand delivered or sent by a delivery service (excluding U.S. postal service) to:

County of Los Angeles – Department of Public Health
Chronic Disease and Injury Prevention Division, PLACE Program
695 South Vermont, South Tower, 14th Floor
Los Angeles, CA 90005
Attention: Louisa Franco

[Note: there are two buildings located at this address. The South Tower is the building near the corner of Vermont and 7th Street.](#)

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in *Sub-paragraph 2.3, RFP Timetable*, will not be accepted and will be returned to the sender unopened. No facsimile (FAX) or electronic mail (e-mail) copies will be accepted.

All proposals submitted shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by

submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposals. The selection process will begin with receipt of the proposals on August 30, 2012.

Evaluation of the proposals will be conducted by an Evaluation Committee selected by DPH. The Committee will evaluate the proposals and will use the evaluation approach described herein to select prospective Contractors. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The evaluation process will be conducted in four (4) Stages:

Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)

Stage 2: Proposal Evaluation

Stage 3: Oral Interview Evaluation

Stage 4: Final Review and Selection

After completion of Stage 2, the 16 highest ranking proposals will proceed to Stage 3. Upon completion of Stage 3, scores from Stages 2 and 3 will be combined into a composite score and proposals ranked from highest to lowest score to determine which proposals will be recommended to advance to negotiate an Agreement for submission to the County's Board of Supervisors. Refer to Sub-paragraphs 3.2, 3.4 and 3.5 for a more detailed description of this process.

In order to bring the appropriate level of proficiency to the selection process, the Evaluation Committee may utilize the services of appropriate experts, including but not limited to outside experts (e.g., consultants), to assist in any stage of the evaluation process, including assisting in the evaluation of whether a proposal is realistic and practical.

After the prospective Contractors have been selected, the County and the prospective Contractors will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal

receiving the highest number of points if County determines, in its sole discretion, that another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)

The Pass/Fail Qualifying Review will consist of a review of Proposer's ability to meet the Proposer Minimum Mandatory Requirements as outlined in Sub-paragraph 1.4 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Proposer Minimum Mandatory Requirements. Proposals that are assigned a score of "Fail" in the Pass/Fail Qualifying Review shall be deemed unresponsive and shall not proceed to the next phases of the evaluation process.

3.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Stage 2: Proposal Evaluation and Criteria (550 points)

Proposals that pass Stage 1 will be evaluated as follows:

3.4.1 Proposer’s Qualifications (25 points)

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.
2. Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County’s Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

3.4.2 Financial Capability (Pass/Fail)

A subject matter expert will evaluate and make a Pass/Fail recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Proposals that fail this portion of the evaluation will be deemed non-responsive and disqualified. The Director of DPH, or his designee, at his/her sole discretion, may waive this requirement.

3.4.3 Proposer’s Approach to Providing Required Services (425 points)

The Proposal will be evaluated on responses to the questions provided in Section D of the proposal. The questions will be evaluated as follows:

Category	Maximum Score
1. Childhood Obesity Prevalence	50 points
2. Community Poverty Level	25 points
3. Community Need and Environment	25 points
4. Leadership and Partnership Experience	40 points
5. Strategy Selection	50 points
6. Proposed Initiative	100 points
7. Initiative Implementation	40 points

8. Reach and Impact of Initiative	40 points
9. Sustainability of Initiative	15 points
10. Feasibility and Barriers	40 points

3.4.4 Proposer’s Scope of Work for Year 1 and 2 (50 points)

The Proposal will be evaluated on its description of the methodology to be used to meet or exceed the Scope of Work provided in Section E of the proposal.

3.4.5 Proposer’s Budgets and Budget Justifications for Year 1 and 2 (15 points)

The Budgets and Budget Justifications provided in Section F will be evaluated as follows:

- Budget includes line item for 1 FTE (40 hr/week) Project Manager
- If the Proposer is a City or School District, Proposer has allocated at least \$20, 000 for their required non-profit partner (NPO)
- Budget displays appropriate salary amounts and reasonable expenses for proposed initiative
- Budget justification is clear and in line with line item budget

3.4.6 Proposer’s Letter of Support from Required Partner (25 points)

The Proposal will be evaluated on its Letter of Support from the required partner provided in Section G of the proposal. The Letter of Support will be evaluated as follows:

- The partner’s roles and responsibilities are clearly described and are similar to those described in the Proposer’s response to Section D, Category 6b.
- The letter is from the department that will be most involved in the initiative and signed by an individual with authority to speak on behalf of the organization.

3.4.7 Quality Control Plan (5 points)

The Proposal will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this

Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system provided in Section H of the proposal.

3.4.8 Proposer's Green Initiatives (5 points)

The Proposal will be evaluated on its current and proposed environmental and energy conservation practices provided in Section I of the proposal.

3.4.9 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Scope of Work

Proposal will be evaluated on willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A, and the Requirements of the Scope of Work outlined in the Scope of Work, Appendix B as stated in Section K of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.5 Stage 3: Oral Interview Evaluation and Criteria (450 points)

At the completion of Stage 2, the sixteen highest scored Proposals will be selected to participate in Stage 3, an oral interview with the Evaluation Committee. Proposers selected to participate in the oral interview will be asked to provide a brief (5 – 10 minute) overview of their initiative (unscored). Proposers will then be asked to verbally respond to a set of predetermined questions (scored) on the following topics: proposal development, partnership management and staffing, working with underserved communities, and the target community's current momentum.

NOTE: All required partners are required to attend the oral interview, which will tentatively take place September 27, 2012 – October 12, 2012. Additional partners may attend on an optional basis at the sole discretion of DPH.

3.6 Stage 4: Final Review and Selection

The composite score from Stages 2 and 3 will be used to rank the proposals from highest to lowest. The top eight (8) of the highest ranking Proposers shall be recommended to advance to negotiate an Agreement for submission to the County's Board of Supervisors.

3.7 Cost Proposal Evaluation Criteria - INTENTIONALLY OMITTED**3.8 Labor Law/Payroll Violations - INTENTIONALLY OMITTED****3.9 Department of Public Health's Proposed Contractor Selection Review****3.9.1 Departmental Debriefing Process**

Upon completion of the evaluation, DPH shall notify the remaining Proposers in writing that DPH is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in DPH's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although DPH may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, DPH will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify DPH of its intent to request a Proposed Contractor Selection Review (see Section 3.9.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.9.2 Proposed Contractor Selection Review

Any Proposer that has submitted within the required timeframe a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by DPH.

A request for a Proposed Contractor Selection Review may, in DPH's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted within the required timeframe specified in the selection notification letter;

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. DPH materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. DPH made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for DPH's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, DPH's representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.10 below).

3.10 County Review Panel Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by DPH in DPH's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting review by a County Review Panel is a

Proposer;

2. The request for a review by a County Review Panel is submitted within the required timeframe; and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from DPH's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.9.2 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to DPH, which will provide a copy to the Proposer.

APPENDIX A
SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING SERVICES**

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- J LIVING WAGE ORDINANCE - INTENTIONALLY OMITTED
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS -
INTENTIONALLY OMITTED
- L PAYROLL STATEMENT OF COMPLIANCE - INTENTIONALLY OMITTED
- M ASSIGNMENT AND TRANSFER OF COPYRIGHT - INTENTIONALLY OMITTED
- N CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC
AND CLINICAL HEALTH ACT (HITECH)
- O CHARITABLE CONTRIBUTIONS CERTIFICATION

**SAMPLE CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

FOR

ACTIVE LIVING HEALTHY EATING SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles (hereinafter "County") for its Department of Public Health (hereafter "DPH") and _____ (hereinafter "Contractor" to provide Active Living Healthy Eating Services.

RECITALS

WHEREAS, the County may contract with cities, non-profit organizations and school districts for _____ when certain requirements are met; and

WHEREAS, the Contractor is an entity specializing in providing Active Living Healthy Eating Services; and

WHEREAS, pursuant to the provisions of Section 101025 of the California Health and Safety Code, County's Board of Supervisors ("Board") have the authority to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's the Board to appoint a County Health Officer, who is also the Director of DPH, to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, this Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, County has been awarded grant funds from the Centers for Disease Control and Prevention (CDC) as part of the U.S. Department of Health and Human Services' (HHS's) Community Transformation Grants (CTG) initiative, Catalog of Federal Domestic Assistance Number (CFDA) 93.531; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, I and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Scope of Work
- 1.2 EXHIBIT B - Budget and Budget Justification
- 1.3 EXHIBIT C - Contractor's Proposed Schedule - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Living Wage Ordinance - Intentionally Omitted

- 1.11 Exhibit K- Monthly Certification for Applicable Health Benefit Payments - Intentionally Omitted
- 1.12 Exhibit L- Payroll Statement of Compliance - Intentionally Omitted
- 1.13 Exhibit M - Assignment and Transfer of Copyright - Intentionally Omitted
- 1.14 Exhibit N- Contractor's Obligations As A "Business Associate" Under The Health Insurance Portability And Accountability Act Of 1996 (HIPPA) And The Health Information Technology For Economic And Clinical Health Act (HITECH)
- 1.15 EXHIBIT 0 - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Scope of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into a contract with the County to perform or execute the work covered by the Scope of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Director:** the Director of the Los Angeles County Department of Public Health or his authorized designee (hereafter referred to as Director).
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein and in the Scope of Work – Exhibit A, herein after referred to as SOW, and exhibits and other contract related documents.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 Secure a City Council Resolution

Within thirty (30) business days of contract execution, Contractor shall secure a city council resolution (or jurisdictional equivalent) committing jurisdiction staff to work on specified SOW activities and adhere to SOW timeline.

3.4 Action Plan

Contractor must submit an action plan, for, but not limited to, Terms 3 and 4 that provides a detailed description of the tasks required to achieve SOW deliverables. The Contractor shall submit the action plan within thirty (30) business days of the County's request. The action plan must be approved by County's Project Director prior to the initiation of any work described in the action plan. County may suspend the Contractor for a period of up to ninety (90) days, or may elect to terminate the Contract if Contractor fails to adhere to the action plan.

3.5 Implementation Plan

Once the strategy is fully developed, Contractor must submit an implementation plan within ninety (90) business days. The

implementation plan must include the following categories: description of key steps to be taken to put the implementation actions into effect, approximate date of completion of each implementation action, approximate cost of each implementation action, and the responsible entity to carry out each implementation action. As part of implementation, Contractor shall set up an internal workgroup and a community stakeholder workgroup to ensure implementation throughout the grant term.

Contractor shall seek additional funding to implement initiative Strategy(ies).

3.6 Programs and Events

Contractor may coordinate programs and events to promote the initiative (e.g. walk with the mayor, healthy food demonstrations, bike festivals, etc.). However, no more than 15% of the initiative's budget and no more than 15% of the County Project Manager's time may be used on such activities.

3.7 Professional Development

Contractor may attend conferences and trainings to support employees' professional development related to the needs of the initiative. Contractor is permitted to spend up to \$5,000 from their budget each term for professional training. Site visits to other communities that have conducted similar initiatives and that have relevant expertise to share are allowable forms of training. Initiative staff, partners, and key initiative leaders are eligible to use these funds, as long as doing so supports the goal of the initiative.

Contractor shall obtain written approval from the County for attending or presenting at any training or conferences, at least thirty (30) business days prior to any training or conference dates. Contractor's request to attend any training or conferences must include, at a minimum, the name of the training or conference, location where the training or conference will be held, and how such training or conference relates to services provided under this Agreement. Furthermore, that Contractor may not receive any reimbursement from County for any training or conference attended for which prior written approval from County was not obtained.

3.8 Physical Projects

Funds may not be used to pay for construction or physical changes to the environment (e.g. way finding signage, paint, trees, etc.). However, Contractor may use staff time to plan and coordinate a

physical project(s) that is aligned with the initiative. Contractor shall obtain written approval from the County to plan such projects at least thirty (30) business days prior to initiating any work.

3.9 Data Collection and Evaluation

Contractors are subject to participate in evaluation activities mandated by the U.S Department of Health and Human Services and/or DPH that may be outside their SOW.

3.10 Centers for Disease Control and Prevention (CDC) Requirements

As a recipient of federal funding, Contractor must comply with the administrative requirements outlined in 45 Code of Federal Regulations (CFR) Part 74 or Part 92 as appropriate. The Additional Requirements that apply to this grant or cooperative agreement are indicated below. The full text of the Additional Requirements may be found on the CDC web site at: <http://www.cdc.gov/od/pgo/funding/grants/additionalreq.shtm>.

AR-7: Executive Order 12372 Review

AR-8: Public Health System Reporting Requirements

AR-9: Paperwork Reduction Act Requirements

AR-10: Smoke-Free Workplace Requirements

AR-11: Healthy People 2010

AR-12: Lobbying Restrictions

AR-14: Accounting System Requirements

AR-15: Proof of Non-profit Status

AR-16: Security Clearance Requirement

AR-21: Small, Minority, And Women-owned Business

AR 23: Compliance with 45 C.F.R. Part 87

AR-26: National Historic Preservation Act of 1966

AR-27: Conference Disclaimer and Use of Logos

AR-29: Compliance with E0 13513, "Federal Leadership on Reducing Text Messaging while Driving", October 1, 2009

Other requirements include but are not limited to:

- Food and Meals: Costs associated with food or meals are NOT permitted.
- Publications: Publications, journal articles. etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example: This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and

Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established.

3.11 Notification of Additional Grant Funding

Contractor is required to notify the County if other grant funding has been acquired to work associated with the SOW goals.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective on date of execution by both parties for a period of twelve (12) months, commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one (1) year terms for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify DPH when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPH at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The annual contract sum shall not exceed the amount specified in Exhibit B - Budget.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPH at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices, Monthly Reports and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Budget.

5.5.3 The Contractor's monthly report shall be attached to the Contractor's invoice and shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices and monthly report to the County by the 15th business day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted by electronic mail followed by the original by U.S. Mail addressed to the County's Contract Project Monitor identified in Exhibit E, County's Administration.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)- Intentionally Omitted

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Contract on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Contract. A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include but are not limited to:

- ensuring that the goals of this Contract are met; and
- providing direction to County's Project Manager; and
- recommending contract renewal
- approving minor changes to the SOW and budget

6.2 County's Project Manager

The responsibilities of the County's Project Manager include but are not limited to:

- participating in a monthly meeting with the Contractor's Project Manager and required partners; and
- participating in the Technical Advisory Committee, community advisory committee, and/or other relevant committees involved in developing the initiative described in the SOW; and
- providing input on the draft strategy(ies) prior to its release to the public; and
- ensuring Contractor adheres to goals, activities, steps and timeline described in the SOW.

6.3 County's Contract Project Monitor

The County's Contract Project Monitor oversees and monitors the administrative and fiscal conditions of this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and SOW and shall coordinate with County's

Project Manager and County's Contract Project Monitor on a regular basis.

- 7.1.3 Contractor shall ensure that the Contractor's Project Manager and required partner(s) participate in the initiative's monthly meeting and any other mandatory meetings or trainings.

7.2 Approval of Contractor's Staff

- 7.2.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's County Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.
- 7.4.2 If a member of Contractor's staff does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under the Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County's Project Manager.

Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by

County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by DPH Director and his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPH Director or his/her designee.

8.1.3 The County's Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department of Public Health.

8.1.4 The Director, or his or her designee, may require, at his/her sole discretion in the Contract to conform to changes in federal or state law or regulation or County policy, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for

Contractor's written consent, to preserve this Contract's conformity or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has

actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the U.S. Department of Health and Human Services reduces or eliminates funding awarded to the DPH as part of the Community Transformation Grant Initiative or the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within sixty (60) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within sixty (60) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the

investigation within fourteen (14) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within fourteen (14) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.7.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 calendar 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 Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to

the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter

to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors 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 offense 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.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (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.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination

of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee,

partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this

Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates of any required endorsements shall be sent to:

County of Los Angeles
DPH- Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022
Attention: Chief Contract Monitoring Unit

And a copy shall be sent to:

County of Los Angeles
DPH- Division of Chronic Disease and Injury Prevention
695 S. Vermont Avenue, 14th Floor, South Tower
Los Angeles, CA 90005
Attention: County's Contract Monitor (Exhibit E)

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.24.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the

effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 **Professional Liability/Errors and Omissions.** If Contractor provides specialized and highly technical services and County requires such services in areas that include transportation planning, engineering, or urban design, then insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$2 Million aggregate is required. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of DPH Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, DPH Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice

for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by DPH Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this

Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DPH from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, DPH Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall obtain County approval for all promotional (including but not limited to posters, pamphlets, fact sheets, websites,

and videos) prior to final development, purchase or distribution.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the County's Project Manager with the following information at least thirty (30) business days prior to the subcontract's execution date:

- A description of the work to be performed by the Subcontractor and associated costs;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County's Contract Project Monitor for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
DPH- Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022
Attention: Chief Contract Monitoring Unit

before any Subcontractor employee may perform any work hereunder.

8.40.9 All terms described in this Contract shall also apply to Subcontractors unless a written exception is made by the County. Contractor shall be responsible for ensuring and monitoring Subcontractor's contractual compliance.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling entity has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling entities maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 calendar days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information

Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a

result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's

proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.5.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of

having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

**Appendix B
Scope of Work**

Instructions:

You must submit a Scope of Work (SOW) with your proposal. The SOW must cover Years 1 and 2 of the proposed initiative. There are two steps to completing the SOW:

Step 1: Insert the major goal of your proposed strategy in the box titled “Goal.” For example, if you are going to work on a pedestrian master plan, you would insert “Adopt a Pedestrian Master Plan in the City of Prospect by June 1, 2014.” The goal should be as specific as possible. You should only have one goal for each proposed strategy.

Step 2: Insert each activity you will conduct to achieve your goal in the box titled “Activity.” Activities are defined as the major milestones you must complete in order to reach your goal. There are several required activities that you must insert under each goal described on the next page. You are encouraged to add activities to that list.

If you are proposing more than one strategy, you must have a separate goal and a separate set of activities for each strategy. You may insert and delete rows as needed on the SOW template to match the number of goals and activities in your initiative.

You may download a Word version of this template at [www. publichealth.lacounty.gov/cg](http://www.publichealth.lacounty.gov/cg) or you may develop your own using the same format.

SOW Required Activities:

At minimum, insert each of these required activities under EACH goal. You may list the activities in any order and tailor them to your specific strategy as long as the intent of the required activity remains the same.

1. Hire one full-time (40 hours per week) project manager within forty-five (45) business days of contract execution. (RFP Sub-paragraph 1.7.3)
2. Conduct jurisdiction-wide public workshop(s) to solicit input on the strategy. (RFP Sub-paragraph 1.8.1A)
3. Conduct focus group(s) or meeting(s) with existing groups to solicit input on the strategy. (RFP Sub-paragraph 1.8.1A)
4. Train and work with youth to collect pertinent data and present the data to decision-makers. (RFP Sub-paragraph 1.8.1B)
5. Train community stakeholders to develop and implement healthy eating and active living strategies. (RFP Sub-paragraph 1.8.1C)
6. Convene a select group of community stakeholders to provide feedback on the draft strategy before it is released to the general public. (RFP Sub-paragraph 1.8.1C)
7. Community stakeholders meet one-on-one with decision makers to discuss the public health impact of the strategy. (RFP Sub-paragraph 1.8.1C)
8. Community stakeholders provide written and oral testimony at public hearings regarding the public health impact of the strategy. (RFP Sub-paragraph 1.8.1C)
9. Assemble and receive strategy guidance and input from a Technical Advisory Committee. (RFP Sub-paragraph 1.8.1F)
10. Collect and analyze data to measure the impact of the strategy. (RFP Sub-paragraph 1.8.1H)
11. Prepare a public draft of the strategy.
12. Fully develop the strategy and present it to the relevant decision-making body (if necessary)
13. Draft an implementation plan within 90 days of fully developing the strategy. (RFP Sub-paragraph 1.8.2)
14. Set up an internal workgroup and community stakeholder workgroup to ensure strategy implementation. (RFP Sub-paragraph 1.8.2)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

Scope of Work Template

Insert name of Proposer to replace this red text

Use the following template for each of your proposed strategies. You must insert only one goal for each of your proposed strategies. Please insert and delete rows to match the number of goals, activities and steps in your initiative.

	Start Date	Completion Date	Lead
Goal 1: [Insert your main goal for <u>one</u> strategy]			
Activity 1.1 [Insert activity from “required activities” listed on previous page or insert your own]			
Activity 1.2			
Activity 1.3			
Activity 1.4			
Activity 1.5			
Activity 1.6			
Activity 1.7			
Activity 1.8			
Activity 1.9			
Activity 1.10			
Activity 1.11			
Activity 1.12			
Activity 1.13			
Activity 1.14			

ETC.

Example: Scope of Work

The following is an example of a PARTIAL Scope of Work.

	Start Date	Completion Date	Lead
Goal 1: Adopt a Pedestrian Master Plan in the City of Prospect by June 2014.	<i>Dec. 2012</i>	<i>June 2014</i>	<i>City</i>
<i>Activity 1.1 Conduct baseline pedestrian counts.</i>	<i>Mar. 2013</i>	<i>Mar. 2013</i>	<i>City</i>
<i>Activity 1.2 Complete pedestrian count report.</i>	<i>April 2013</i>	<i>April 2013</i>	<i>City</i>
<i>Activity 1.3 Hold a minimum of 6 focus groups to gather information that will inform the policies and networks included in the pedestrian plan.</i>	<i>April 2013</i>	<i>April 2013</i>	<i>City</i>
<i>Activity 1.4: Form community stakeholder workgroup.</i>	<i>April 2013</i>	<i>Sept 2013</i>	<i>BEST Coalition</i>
<i>Activity 1.5 Conduct intercept surveys of at least 50 pedestrians to collect information that will inform the policies and networks included in the plan.</i>	<i>May 2013</i>	<i>June 2013</i>	<i>City</i>
<i>Activity 1.6 Host a historical community walk to educate decision-makers and community members about the plan.</i>	<i>June 2013</i>	<i>June 2013</i>	<i>BEST Coalition</i>
<i>Activity 1.7 Prepare public draft of the plan.</i>	<i>June 2013</i>	<i>Aug. 2013</i>	<i>City</i>
<i>Activity 1.8: Community stakeholder workgroup provides city with input on the plan before it's released to public.</i>	<i>Aug. 2013</i>	<i>Sept. 2013</i>	<i>BEST Coalition.</i>
<i>Activity 1.9 Conduct a minimum of 2 citywide workshops to solicit input from community members on the public draft of the pedestrian plan.</i>	<i>Oct. 2013</i>	<i>Nov. 2013</i>	<i>City</i>
<i>Activity 1.11: Community stakeholder workgroup members meet one-on-one with decision-makers to discuss the public health impact of plan.</i>	<i>Feb. 2014</i>	<i>March 2014</i>	<i>BEST Coalition.</i>
<i>Activity 1.12: Work with a minimum of 20 youth to conduct a pedestrian audit around a school that will be used to inform the pedestrian plan and present findings to decision-makers.</i>	<i>Feb. 2014</i>	<i>March 2014</i>	<i>BEST Coalition</i>

ETC...

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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Appendix C
BUDGET JUSTIFICATION INSTRUCTIONS**

Instructions: Using the guidance below, write a brief justification for each line item of your proposed budgets.

A. Salaries and Employee Benefits

List each position by job title and briefly describe the position's duties as they relate to the Scope of Work. Proposers are required to provide one full-time (1 FTE) project manager to direct the initiative. No more than 15 percent of the Project Manager's time may be spent on promotional programs and events.

State your employee benefit rate. Identify the type of benefit that is covered by this cost (e.g. medical, dental, retirement, FICA, etc.). Justify full-time and part-time employee benefits separately.

B. Subcontractors

Identify the subcontractor(s). Describe the services the subcontractor will provide and how the services relate to the Scope of Work. Include the subcontractor's hourly rate and the total number of hours the subcontractor will work.

Please note all subcontractors must adhere to the same requirements described in the Sample Contract (Appendix A) including insurance requirements. The contractor is responsible for monitoring the subcontractor's compliance to the contract.

C. Supplies

Identify and briefly describe the supplies costs associated with your initiative. Costs may include: office supplies, printing/reproduction, promotional materials, incentives, computers, printers, electronic software, and other electronic devices.

D. Facility Rental/Lease

Identify and describe the cost necessary to house each budgeted staff. Include the calculation of total cost: (Agency cost per square foot) x (Number of square feet per employee) x (Budgeted number of FTE) x (Number of months) = Total Cost. Facility usage may also be provided as in-kind contribution.

E. Travel

Selected Proposers are encouraged to attend conferences and trainings to support employees' professional development related to the needs of the initiative.

Selected Proposers will be permitted to spend up to \$5,000 from their budget each year for professional training subject to Department of Public Health approval. Site visits to other communities that have conducted similar initiatives and that have relevant expertise to share are allowable forms of training. Initiative staff, partners, and key initiative leaders (all subject to Department of Public Health approval) are eligible to use these funds, as long as doing so supports the goal of the initiative.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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Appendix C
BUDGET JUSTIFICATION INSTRUCTIONS**

Briefly list any costs associated with attending conferences, trainings and site visits (e.g. conference fees, transportation and hotel stay costs). Transportation costs may include transportation by plane, or ground transportation such as cabs, trains, shuttles or car rentals. Key initiative staff and partners are eligible to participate (subject to Department of Public Health approval).

F. Other Expenses

Identify and briefly describe the other costs associated with your initiative. The expenditures must be used specifically for the delivery of proposed activities described in your Scope of Work. Costs may include expenses such as: telephone, internet connection, etc.

G. Subtotal Initiative Cost: Add Total Expenses A-F

H. Indirect Cost (Cannot exceed 29.9%)

(Rate is determined by the federal government for each agency)

If charging for indirect costs, the selected Proposer must provide evidence of the organization's federally approved indirect cost rate during contract negotiations (do not submit with proposal).

Indirect cost or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular goal or activity. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel. Proposers may choose not to allocate for indirect costs.

I. Total Initiative Budget: Add Total of Expenses Categories G-H.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
Appendix C
BUDGET JUSTIFICATION INSTRUCTIONS**

Sample Budget Justification – Year 1

A. Salaries and Employee Benefits

Project Manager

The project manager will move the partnership forward to meet Scope of Work goals; lead the partnership and Technical Advisory Committee; ensure implementation of robust stakeholder outreach and education, document partnership successes; lead the effort to overcome barriers; collaborate with the Department of Public Health staff; work with the TA Coordinator and partners to identify technical assistance needs; ensure that County requirements are fulfilled; and work with the Department of Public Health to monitor and evaluate the initiative. The project manager is a full-time (1 FTE) staff person and will work 11 months in Term 1 (we will hire staff in the first month of Term 1). Employee benefits are 21% of the employee's salary.

Salary: \$6,000 per month x 11 months = \$66,000

Employee Benefits: \$66,000 x .21 = \$ 13,860

Total Salaries and Benefits: \$79,860

B. Subcontractors

Better Streets Today (BEST) Coalition

The BEST Coalition will form and oversee the initiative's community advisory committee. The community advisory committee will conduct several focus groups to collect input on the initiative. Additionally, the BEST Coalition will organize and lead a historical walk in downtown to build interest around the initiative and recruit volunteers to assist with our pedestrian and bike count.

Total Subcontractor Cost: \$50 per hour for 500 hours over 12 months = \$25,000

C. Supplies

Office Supplies - \$1,200

Includes the cost for paper, ink toner, and other standard office supplies.

Promotion - \$3,000

Promotional items such as color flyers, posters, mailings, and local newspaper advertisements will be used to advertise our citywide input sessions and historical walk.

Incentives – \$2,500

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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Appendix C
BUDGET JUSTIFICATION INSTRUCTIONS**

Small incentives such as water bottles, bike lights, pedometers, etc. will be distributed at several community events to promote the community input sessions. Bike helmets will be distributed at city-wide input sessions to build attendance. T-shirts will be given to historical walk participants.

Total Supplies: \$1200 + \$3000 + \$2500 = \$6,700

D. Facility Rental – will be provided in-kind

E. Travel

ProWalk Pro Bike Conference

The project manager and a BEST Coalition staff member will attend a three day local conference which will cover topics related to our initiative, including best practices in promoting walking and biking in low-income neighborhoods.

Total Conference Cost: \$400 registration fee X 2 staff = \$800

F. Other Expenses

Data plan for Project Manager's mobile phone and laptop.

Total Other Expenses: \$100 per month X 11 months = \$1,100

G. Subtotal of Initiative = \$ 113,460

H. Indirect Costs

Indirect cost is 12% of total salaries and employee benefits.

Total Indirect Cost: \$79,860 x .12 = \$9,583

I. Total Program Budget for Term 1 = \$123,043

**APPENDIX D
REQUIRED FORMS**

FOR

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

APPENDIX D TABLE OF CONTENTS REQUIRED FORMS

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- 1** PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2** PROSPECTIVE CONTRACTOR REFERENCES
- 3** PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4** PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5** CERTIFICATION OF NO CONFLICT OF INTEREST
- 6** FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
- 7** REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM
- 8** PROPOSER'S EEO CERTIFICATION
- 9** ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10** CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM
AND APPLICATION FOR EXCEPTION
- 11** PRICING SHEET- *INTENTIONALLY OMITTED*
- 12** CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF
RFP RESTRICTIONS
- 13-19** LIVING WAGE FORMS - *INTENTIONALLY OMITTED*
- 20** CHARITABLE CONTRIBUTIONS CERTIFICATION
- 21** TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- 22** CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING 2012**

**REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), 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 partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. 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: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING 2012**

Proposer acknowledges and certifies that it meets and will comply with all of the Requirements listed in Minimum Mandatory Requirements paragraph, of this Request for Proposal, as listed below.

- Proposer is one of the following (circle): a) City; b) California, non-profit organization with 501(c)(3) status that has been in business for more than two years; c) Non-profit without 501(c)(3) status that has been in business for more than two years and applying through a credible fiscal sponsor; d) College or university; or e) School district.
- Proposer has one of the following (circle): 1) a business office in the city/unincorporated area where the initiative will take place; or 2) two (2) years experience working in the city city/unincorporated area where the initiative will take place; or 3) a required partner who has worked in the city/unincorporated area where the initiative will take place.
- Proposer must have a minimum of two (2) years experience working on active living or healthy eating initiatives.
- Proposer submitted Mandatory Letter of Intent by the due date and time.
- The proposed initiative is located in Los Angeles County.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

Contact Person: _____

Contact's E-mail address: _____ Telephone number: _____

Fax number: _____

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

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVIN RFP 2012
REQUIRED FORMS - EXHIBIT 2**

PROSPECTIVE CONTRACTOR REFERENCES

Contractor'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.

REQUIRED FORMS - EXHIBIT 3

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVIN RFP 2012
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) 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.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVIN RFP 2012
REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) 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:		

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

REQUIRED FORMS - EXHIBIT 5

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

Cert. of No Conflict of Interest

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012

REQUIRED FORMS - EXHIBIT 6

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) that 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: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 7**

Fill out this form if your agency would like to be considered for the Local Small Business Enterprise Preference Program

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

INSTRUCTIONS: All proposers/bidders 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: _____
COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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	Dis-advantaged	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.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 7**

**Fill out this form if your agency would like to be considered for the Local Small Business
Enterprise Preference Program**

Print Authorized Name	Authorized Signature	Title	Date
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**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 8
PROPOSER’S 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.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012

REQUIRED FORMS - EXHIBIT 9

**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: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

REQUIRED FORMS - EXHIBIT 10

**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 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:

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
EXHIBIT 11 - PRICING SHEET

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 12**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT 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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012

EXHIBITS 13 – 19 : LIVING WAGE FORMS

INTENTIONALLY OMITTED

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 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)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS - EXHIBIT 21**

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

Fill out this form if you would like to be considered for the Transitional Job Opportunities Preference Program.

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

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012
REQUIRED FORMS EXHIBIT 22**

**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: _____

APPENDICES E THROUGH O

FOR

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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
 - 6. A purchase card purchase 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015

Obtain latest version from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

**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 2010 are less than \$48,382 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 7, 2011.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
 Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.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.

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 sign 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 1-800-540-4000.

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 treatment. 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?

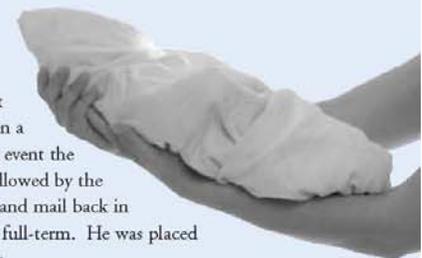
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 anklet 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 have 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 Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.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 al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿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, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen 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 recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo 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 entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse 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. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie 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 esta tragedia en California.

Historia de un bebé

A la mañana temprano 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período 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 Familias.



**APPENDICES K - M
INTENTIONALLY OMITTED**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

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://ag.ca.gov/> 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://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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 N 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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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.)

Title 2 ADMINISTRATION
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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;

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10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

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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 § 1 (part), 2009.)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

Percent of Adults (18+ years old) Who Reported Having Eaten 5 or More Servings of Fruits/Vegetables in the Past Day. Los Angeles County Health Survey, 2007.

Ate 5+ Servings of Fruits/Vegetables	Percent
LA County	15.1%
Health District Identify your health district at http://gis.lacounty.gov/districtlocator/	
Alhambra	9.4%
Antelope	14.7%
Bellflower	15.7%
Central	16.0%
Compton	* 12.1%
East LA	* 9.2%
East Valley	13.3%
El Monte	11.5%
Foothill	16.7%
Glendale	15.7%
Harbor	* 8.8%
Hollywood	13.7%
Inglewood	* 8.9%
Long Beach	14.5%
Northeast	17.1%
Pasadena	* 16.4%
Pomona	15.2%
San Antonio	12.4%
San Fernando	17.2%
South	* 14.1%
Southeast	* 6.6%
Southwest	14.9%
Torrance	18.5%
West	22.7%
West Valley	19.4%
Whittier	* 16.3%

Source: 2007 Los Angeles County Health Survey; Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health.

Note: Estimates are based on self-reported data by a random sample of 7,200 Los Angeles County adults, representative of the adult population in Los Angeles County.

*The estimate is statistically unstable (relative standard error $\geq 23\%$) and therefore may not be appropriate to use for planning or policy purposes.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

**Prevalence of Adults (18+ years old) Who Meet Physical Activity¹ Guidelines.
Los Angeles County Health Survey, 2007.**

Meet Physical Activity Guidelines	Percent
L.A. County	53.2%
Health District http://gis.lacounty.gov/districtlocator/	
Alhambra	45.4%
Antelope	51.5%
Bellflower	60.9%
Central	49.2%
Compton	42.9%
East L.A.	52.8%
East Valley	50.8%
El Monte	50.3%
Foothill	48.8%
Glendale	51.0%
Harbor	62.7%
Hollywood	56.8%
Inglewood	54.0%
Long Beach	50.9%
Northeast	53.4%
Pasadena	58.3%
Pomona	52.6%
San Antonio	48.3%
San Fernando	59.3%
South	50.2%
Southeast	52.6%
Southwest	57.9%
Torrance	52.3%
West	57.3%
West Valley	57.3%
Whittier	45.8%

Source: 2007 Los Angeles County Health Survey; Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health.

Note: Estimates are based on self-reported data by a random sample of 7,200 Los Angeles County adults, representative of the adult population in Los Angeles County.

¹To meet **Physical Activity** Guidelines at least one of the following criteria must be fulfilled: 1) Vigorous Activity - hard physical activity causing heavy sweating, large increases in breathing and heart rate - for 20+ minutes, ≥ 3 days/wk, 2) Moderate Activity - cause light sweating, slight increases in breathing and heart rate - for 30+ minutes, ≥ 5 days/wk, 3) A combination of Vigorous and Moderate Activity meeting the time criteria for ≥ 5 days/wk. [REFERENCES: Vigorous Activity: U.S. Department of Health and Human Services. Healthy People 2010: Understanding and Improving Health. 2nd ed. Washington, DC: U.S. Government Printing Office, November 2000. Moderate Activity: CDC/American College of Sports Medicine, <http://www.cdc.gov/nccdphp/dnpa/physical/recommendations/index.htm>]

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Appendix Q - Initiative Examples

The following examples are meant to provide guidance to Proposers and do not reflect any preferences toward a specific strategy or set of strategies.

Example 1: Built environment policies

The City of Mobility has approximately 100,000 residents and an obesity rate of 24%. A large group of community members, led by the non-profit group BEST (“BETter Streets Today”), would like more opportunities for physical activity in the city and has provided the city with data showing that bike and pedestrian injury rates are higher in low-income areas. BEST has requested that the city develop a complete streets policy that makes city streets safer for all users. City leaders are very open to this, especially given the new state law requiring that complete streets be incorporated into city mobility elements. City staff believes that implementing such a policy would be easier if the city had a bicycle and pedestrian master plan identifying streets to be prioritized for improvements and that it would also help the city to successfully apply for grant funds. To support these goals, the City submits a grant proposal to DPH to: 1) develop and implement a complete streets policy, including internal implementation procedures and an inter-departmental advisory committee to oversee implementation; 2) develop and implement a bicycle and pedestrian master plan that prioritizes improvements in low-income areas; and 3) develop an active transportation funding policy that designates a percentage of City parking fees collected for bicycle and pedestrian facilities. The City will subcontract with BEST to conduct outreach and get community input into the proposed policies. BEST will also educate decision makers and community members about the public health impact of the proposed policies.

Example 2: Nutrition policies

The City of Promise has few full service grocery stores or places to buy fresh produce. Its population has high rates of obesity and diet-related diseases. A non-profit in the city, Healthy Way Promise, used substantial community input and health data to produce a report about the need for increased access to healthy food in their community. The city has decided to work with community members and Healthy Way Promise to pursue opportunities to increase access to healthy foods. The city applies for funding from DPH to develop and implement ordinances and incentives to improve healthy food access by: 1) attracting grocery stores and produce markets; 2) allowing produce carts on sidewalks in underserved neighborhoods; 3) recognizing farmers’ markets and urban agriculture in the zoning code; and 4) establishing an on-going farmers’ market. Healthy Way Promise will work with the city by engaging the community in the initiative’s development and implementation process.

Example 3: Mixed built environment and nutrition policies

Very few children walk or bike to school in the City of Appleway because parents feel that the streets aren’t safe and are particularly concerned about traffic congestion, vehicle speed, and the lack of crosswalks near three elementary schools. Parents have also requested that the

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
HEALTHY EATING ACTIVE LIVING RFP 2012**

school district address the problem of poor student diet, pointing out that a healthy diet can help improve school performance. In a recent meeting organized by the non-profit group Smart Schools, city and school leaders decide upon the following strategies for the City's grant proposal to the DPH to: 1) develop and implement a healthy school food zone ordinance for the entire city covering fast food restaurants, corner stores, and mobile vending near schools; 2) create a citywide Safe Routes to Schools Plan and apply for grants to implement the plan in three schools; and 3) develop and sign a joint use agreement with the school district allowing city-led programming, classes, and events for residents in the school district's new basketball facility after school and on the weekends. The City will subcontract with Smart Schools to conduct outreach to and get input from parents, teachers, and community residents about the proposed policies. Smart Schools will also work with community members to educate decision makers and other residents about the public health impact of the proposed strategies.

Example 4: Mixed built environment and nutrition policies

With the advent of new rail lines funded by Measure R, the City of Futura will be getting two new transit stations in the next ten years. The City sees this as an excellent opportunity to promote healthy lifestyles, increase economic prosperity, and reduce vehicle miles traveled. The City seeks to create Transit Oriented Districts (TODs) in the areas immediately surrounding the stations where people can safely walk and bike for transportation, and healthy foods are easily accessible to residents. In addition, residents and the City alike are concerned that development associated with the TODs may result in increased rents and displacement of current community residents. The City submits a proposal to: 1) develop and implement TOD plans for two stations, including complete streets strategies designed to improve pedestrian and bicycle access between stations and surrounding homes and other community facilities; 2) develop and implement city policies promoting access to healthy foods in the TODs, including zoning for grocery stores, produce markets, and farmers' markets; and 3) develop and implement policies that support affordable housing including buying land near the transit station before prices go up, requiring developers to build replacement housing for any affordable housing torn down, and offering density bonuses and reductions in parking requirements to developers who allocate at least 20% of new housing units for long-term affordable housing for low-income families. The City will subcontract with the non-profit organization Futura Families, which will conduct outreach to residents to get input on the TOD plans.

Example 5: Regional policies

The East Valley Bicycle Collaborative (EVBC) has been very active in mobilizing community residents over the last two years to promote bicycling as a key mode of transportation in the five-city region of East Valley. EVBC has members in each of the five cities, holds regular bike rides and events, and collaborates with the City of Vivacity on a bike festival every spring. To promote connectivity across the entire region, EVBC has been talking with elected officials and stakeholders about the need for all five cities to work together to plan and implement new biking facilities. Based on their work with residents, EVBC also believes that the time is right for a regular regional cycling event, or Ciclovía, that shuts the streets to cars and opens them to walking, bicycling, skating, and other forms of physical activity. EVPC submits a grant proposal

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to DPH, in collaboration with Vivacity as its lead city partner, to do the following: 1) develop and implement a regional bicycle master plan in all five cities in East Valley and 2) implement a monthly “Ciclovía” event with a route through all five cities. Implementing the Ciclovía will generate community excitement about cycling and will build support for the development of innovative bicycle plans that include cutting edge facilities. EVBC will work closely with the cities in the region to discuss the public health impact of both strategies. They will also convene regular coalition meetings with residents in each city to capture their input on Ciclovía and bicycle master plans. The role of the lead city, Vivacity, will be to coordinate the planning effort with decision makers and staff in all cities; conduct community outreach workshops in each city; and support encouragement efforts by providing resources and technical assistance.

HEALTHY EATING ACTIVE LIVING RFP 2012

APPENDIX R (MANDATORY INTENT TO APPLY FORM)

Proposer's/Agency Name:

Proposers **must** complete and submit Appendix R (Mandatory Intent to Apply Form) by the due date and time specified as below. The submission of the form is a Proposer Minimum Mandatory Requirement, as outlined in RFP Section 1.4 (Proposer's Minimum Mandatory Requirements) **and** must be submitted by the due date and the time specified in order for a proposal to be eligible for review.

Proposer shall be solely responsible for verifying his/her form was received with the County representative below. All verifications **must** be requested via e-mail transmission. Proposer must submit a completed Appendix R (Mandatory Intent to Apply Form) **by 3:30 p.m. on or before JULY 30, 2012**, by direct delivery or e-mail transmission (PDF format only) to the County's representative identified below.

Louisa Franco
 695 South Vermont Avenue, 14th Floor (South Tower)
 Los Angeles, California 90005
 E-mail: lfranco@ph.lacounty.gov

By submitting this form, Proposer agrees to abide by all timelines/deadlines and pre-requisites specified in the RFP and certify that Proposer meets each of the Proposer's Minimum Mandatory Requirements specified in RFP Section 1.4 (Proposer's Minimum Mandatory Requirements).

SECTION A: PROPOSAL INFORMATION (The County of Los Angeles understands that the information provided in this section is tentative and that the Proposer may choose to submit their proposal on different strategy(ies), jurisdiction, and Required Partner.)		
Strategy:	Jurisdiction:	Required Partner:
Strategy:	Jurisdiction:	
Strategy:	Jurisdiction:	
Strategy:	Jurisdiction:	

SECTION B: PROPOSER'S RFP CONTACT REPRESENTATIVE (Identify the person who will be the County's point of contact in relation to all notifications related to this RFP)		
Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip code:	

SECTION C: PROPOSER'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)		
Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip code:	
Signature:	Date:	