



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

INVITATION FOR BIDS (IFB) FOR CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

IFB 516-SH

November 2013

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

NOTICE TO VENDORS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS IFB.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS IFB, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

**INVITATION FOR BIDS
CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Purpose	1
1.2 Overview of Solicitation Document	1
1.3 Terms and Definitions.....	2
1.4 Bidder’s Minimum Mandatory Requirements	3
1.5 County’s Rights and Responsibilities.....	4
1.6 Agreement Term.....	4
1.7 Agreement Rates.....	5
1.8 Days of Operation.....	5
1.9 Contact with County Personnel	5
1.10 Final Agreement Award by the Board of Supervisors	5
1.11 Mandatory Requirement to Register on County’s WebVen	6
1.12 County Option to Cancel IFB and/or Reject Bids.....	6
1.13 Protest Process	6
1.14 Notice to Bidder Regarding Public Records Act	7
1.15 Indemnification and Insurance.....	7
1.16 SPARTA	8
1.17 Injury and Illness Prevention Program (IIPP).....	8
1.18 Background and Security Investigations.....	8
1.19 Confidentiality and Independent Contractor Status	8
1.20 Conflict of Interest.....	9
1.21 Determination of Bidder Responsibility	9
1.22 Bidder Debarment	10
1.23 Bidder’s Adherence to County Child Support Compliance Program.....	12
1.24 Gratuities	12
1.25 Notice to Bidders Regarding the County Lobbyist Ordinance.....	13
1.26 Federal Earned Income Credit.....	13
1.27 Consideration Of GAIN/GROW Participants For Employment	13
1.28 County’s Quality Assurance Plan	14

**INVITATION FOR BIDS
CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.29 Recycled Bond Paper.....	14
1.30 Safely Surrendered Baby Law	14
1.31 County Policy On Doing Business With Small Business	14
1.32 Jury Service Program	15
1.33 Local Small Business Enterprise (SBE) Preference Program	16
1.34 Local Small Business Enterprise (SBE) Prompt Payment Program.....	17
1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company	17
1.36 Transitional Job Opportunities Preference Program.....	17
1.37 Bidder’s Charitable Contributions Compliance	18
1.38 Defaulted Property Tax Reduction Program.....	19
2.0 INSTRUCTION TO BIDDERS.....	20
2.1 County Responsibility	20
2.2 Truth and Accuracy of Representations	20
2.3 IFB Timetable	20
2.4 Solicitation Requirements Review	20
2.5 Bidder’s Questions	21
2.6 Preparation of the Bid	22
2.7 Bid Format.....	22
2.8 Bid Submission.....	28
2.9 Bid Corrections and Errors	29
3.0 BID REVIEW AND SELECTION PROCESS	31
3.1 Review Process.....	31
3.2 Adherence to Minimum Mandatory Requirements.....	31
3.3 Disqualification Review.....	32
3.4 Bid Review	32
3.5 Department’s Proposed Contractor Selection Review.....	33

**INVITATION FOR BIDS
CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES
TABLE OF CONTENTS**

APPENDICES:

APPENDIX A: SAMPLE AGREEMENT

APPENDIX B -1: STATEMENT OF WORK – CAREER TECHNICAL
EDUCATION COURSES

APPENDIX B-2: STATEMENT OF WORK – LIFE SKILLS COURSES

APPENDIX C: INTENTIONALLY OMITTED

APPENDIX D: REQUIRED FORMS

APPENDIX E: TRANSMITTAL FORM TO REQUEST A SOLICITATION
REQUIREMENTS REVIEW

APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS
WITH SMALL BUSINESS

APPENDIX G: JURY SERVICE ORDINANCE

APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES
COUNTY

APPENDIX I: IRS NOTICE 1015

APPENDIX J: SAFELY SURRENDERED BABY LAW

APPENDIX K: BACKGROUND AND RESOURCES: CALIFORNIA
CHARITIES REGULATION

APPENDIX L: DEFAULTED PROPERTY TAX REDUCTION PROGRAM

1.0 GENERAL INFORMATION

1.1 Purpose

- 1.1.1 The County of Los Angeles (County) is issuing this Invitation for Bids (IFB) to solicit bids for an Agreement with one (1) or two (2) qualified school districts, adult education institutions, charter schools, county offices of education, career and technical colleges, community colleges, universities, institutions, non-profit organizations, and other education institutions (Bidder) that can provide Career Technical Education Courses and/or Life Skills Courses to inmates incarcerated in the Los Angeles County Sheriff's Department's (Department) Custody Facilities.
- 1.1.2 It is the County's intent to enter into Agreements with one (1) or two (2) Bidders. Bidders must bid on ALL courses listed in Subparagraph 1.4.1 below for Career Technical Education Courses and/or ALL courses listed in Subparagraph 1.4.2 below for Life Skills Courses.
- 1.1.3 The goals of the Department's inmate education program are to improve the quality of life of participating inmates, increase safety in the Custody Facilities through education and training, and reduce recidivism. The average daily inmate population is approximately 18,000. Approximately thirty-eight (38%) of these inmates are interested and participate in career technical education courses and life skills courses.

1.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's Minimum Mandatory Requirements; provides information regarding some of the requirements of the Agreement; and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
 - **A - SAMPLE AGREEMENT:** Lists the terms and conditions in the Agreement.

- **B-1 -STATEMENT OF WORK – CAREER TECHNICAL EDUCATION COURSES:** Explains in detail the statement of work for Career Technical Education Courses to be performed under the Agreement.
- **B-2 -STATEMENT OF WORK – LIFE SKILLS COURSES:** Explains in detail the statement of work for Life Skills Courses to be performed under the Agreement.
- **C - INTENTIONALLY OMITTED**
- **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the bid, if applicable.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Program.
- **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 - 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.
- **L - DEFAULTED PROPERTY TAX PROGRAM:** County program

1.3 Terms and Definitions

Throughout this IFB, references are made to certain terms, persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Agreement, Section 2, Definitions of this IFB. In addition, any term with the initial letter capitalized, which is not defined herein shall have the meaning set forth in Appendix A, Sample Agreement, Section 2, Definitions, or elsewhere in this IFB.

1.4 Bidder's Minimum Mandatory Requirements

Each interested and qualified Bidder that can demonstrate their ability to successfully provide the required services outlined in Appendix B-1, Statement of Work B-1, Career Technical Education Courses and/or Appendix B-2, Statement of Work B-2, Life Skills Courses Statement of Work, and throughout this IFB is invited to submit a bid (s), provided the Bidder meets the following Minimum Mandatory Requirements.

- 1.4.1 Bidders of Career Technical Education Courses shall confirm they can provide the following number of instructors and Career Technical Education Courses:

Number of Instructors	Career Technical Education Course
1	Bicycle Repair
2	Commercial Construction
4	Commercial Painting
2	Commercial Printing
2	Computer Technology
2	Culinary Arts
1	Custodial Building Maintenance
1	Embroidery
1	Farming
2	Landscaping
1	Masonry
1	Pet Grooming
1	Recycling
2	Sewing
1	Welding
1	Woodworking

- 1.4.2 Bidders of Life Skills Courses shall confirm they can provide the following number of instructors and Life Skills Courses:

Number of Instructors	Life Skills Course
5	Parenting, Anger Management, Addictions, and Relationships
1	Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language
3	Financial Literacy/Budgeting

3	Resume Writing/Interviewing Skills
4	Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation

- 1.4.3 Bidder's instructors must meet the minimum qualifications as stated in Attachment B-1, Instructor Duties and Minimum Qualifications for Career Technical Education Courses, of Appendix B-1, Statement of Work B-1, and/or Attachment B-2, Instructor Duties and Minimum Qualifications for Life Skills Courses, of Appendix B-2, Statement of Work B-2, as applicable. Submit supporting documents to verify credentials, certifications, and proof of experience, as required.
- 1.4.4 Bidders of Career Technical Education Courses must be Regionally Accredited by Western Association of Schools and Colleges (WASC). Submit supporting documents to verify requirement.
- 1.4.5 Bidders of Career Technical Education Courses and Life Skills Courses must have two (2) years prior experience working inside a custody environment or experience working with ex-offenders.

1.5 County's Rights and Responsibilities

- 1.5.1 The County has the right to amend the IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each such addendum shall be made available to each person or organization which County records indicate has received this IFB and shall be posted on the Department's website at: http://www.lasd.org/lasd_contracts/info.html (underscore between "lasd" and "contracts").
- 1.5.2 Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the bid 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.

1.6 Agreement Term

- 1.6.1 The Term of the Agreement shall be for a period of one (1) year, unless sooner terminated or extended as provided in the

Agreement. The Agreement is expected to commence immediately upon execution by the County Board of Supervisors.

- 1.6.2 The County, at its sole and absolute option, shall be entitled to extend the Agreement for up to five (5) additional one-year terms.

1.7 Agreement Rates

The Agreement rates shall remain firm and fixed for the entire term of the Agreement.

1.8 Days of Operation

The Contractor shall be required to provide Career Technical Education Courses and Life Skills Courses five (5) days a week, 6-8 hours per day, as determined by County Project Manager. The Contractor is not required to provide services on County-recognized holidays. The County's Contract Project Manager will provide a list of the County holidays to the Contractor at the time the Agreement is approved, and annually, at the beginning of the calendar year.

1.9 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Attention: Irma Santana
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
E-mail address: isantan@lasd.org
Fax #: (323) 415-6321

Bidders are specifically directed not to contact any other County person or agent for any matter related to this IFB. If it is discovered that a Bidder contacted and/or received information from any County person or agent, other than the person specified above, regarding this IFB, County, in its sole determination, may disqualify the Bidder and its bid from further consideration.

1.10 Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of the Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid 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, an Agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder'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

1.12 County Option to Cancel the IFB and/or Reject Bids

The County may, at its sole discretion, cancel this IFB at any time and/or reject any or all bids submitted in response to this IFB. The County shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any bid. The County reserves the right to waive inconsequential disparities in a submitted bid.

1.13 Protest Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Subparagraph 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed agreement award under such solicitation as described respectively in Paragraph 3.3, Disqualification Review, and Paragraph 3.5, Department's Proposed Contractor Selection Review, of this IFB. It is the responsibility of the Bidder challenging the decision of a County department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed agreement award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of agreement based on a Bidder 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.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Paragraph 2.4, Solicitation Requirements Review, in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Paragraph 3.3, Disqualification Review, in the Bid Review and Selection Section)
- Review of Department's Proposed Contractor Selection (Reference Paragraph 3.5, Department's Proposed Contractor Selection Review, in the Bid Review and Selection Section)

1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) agreement negotiations are complete; (2) (Department) receives a letter from the recommended Bidder's authorized officer that the negotiated agreement is the firm offer of the recommended Bidder; and (3) (Department) releases a copy of the recommended Bidder's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Department's bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 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 bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 12.0, Indemnification and Insurance and Section 13.0 Intellectual Property Indemnification, of this IFB. 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 Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 12.0, Indemnification and Insurance of this IFB.

1.16 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

1.17 Injury and 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.

1.18 Background and Security Investigations

1.18.1 At any time prior to or during the Term of the Agreement, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Agreement shall be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under the Agreement. 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.

1.18.2 County may at any time require Contractor to do a more detailed background and security investigation of Contractor's staff at Contractor's expense, unless otherwise specified by the County Project Director.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 3.0, Confidentiality, of this IFB, and the Independent Contractor Status provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 40.0, Independent Contractor Status, of this IFB.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder 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, of this IFB.

1.21 Determination of Bidder Responsibility

- 1.21.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Bidders.
- 1.21.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any agreements, including but not limited to County agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- 1.21.3 The County may declare a Bidder to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement 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.

- 1.21.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Bidder 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 Bidder shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County agreements.

1.22 Bidder Debarment

- 1.22.1 Each Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County agreements 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 Bidder's existing agreements with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement 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.
- 1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 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.
- 1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder 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 Bidder 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.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder 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.
- 1.22.7 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.

1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County agreements.

1.22.9 Appendix H, Link to Listing of Contractors Debarred in Los Angeles County, of this IFB 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.

1.23 Bidder's Adherence to County Child Support Compliance Program

Bidders 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 agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the Agreement or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder 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 Agreement.

1.24.2 Bidder Notification to County

A Bidder 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 Bidder's submission being eliminated from consideration.

1.24.3 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.

1.25 Notice to Bidders 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 agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Appendix D, Required Forms, Exhibit 6, Familiarity of the County Lobbyist Ordinance Certification, of this IFB, as part of their bid.

1.26 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 the Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

1.27.1 As a threshold requirement for consideration for agreement award, Bidders 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 the participants meet the minimum qualifications for that opening. Additionally, Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for agreement award.

- 1.27.2 Bidders shall complete and return Exhibit 9, Attestation of Willingness to Consider GAIN/GROW Participants, Appendix D, Required Forms, of this IFB, as part of their bid.

1.28 County's Quality Assurance Plan

After agreement award, the County or its agent will evaluate the Contractor's performance under the Agreement on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in the Statement of Work, of this IFB. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Agreement 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 Agreement in whole or in part, or impose other penalties as specified in the Agreement.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Agreement, Section 31.0, Recycled-Content Paper, of this IFB.

1.30 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.

1.31 County Policy on Doing Business with Small Business

- 1.31.1 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.
- 1.31.2 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 Paragraph 1.33, Local Small Business Preference Program, of this IFB.

- 1.31.3 The Jury Service Program provides exceptions to the program 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 explanation of the Jury Service Program is provided in Paragraph 1.32, Jury Service Program, of this IFB.
- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F, County of Los Angeles Policy on Doing Business with Small Business, of this IFB.

1.32 Jury Service Program

The prospective agreement 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 Appendix G, Jury Service Ordinance, of this IFB, and the pertinent jury service provisions Appendix A, Sample Agreement, Section 32.0, Compliance with Jury Service Program, of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 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.
- 1.32.2 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 of other entity which has an agreement 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 agreements 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 Agreement 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.

- 1.32.3 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 Exhibit 10, Certification Form and Application for Exception, Appendix D, Required Forms, of this IFB, 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.

1.33 Local Small Business Enterprise Preference Program

- 1.33.1 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.
- 1.33.2 To apply for certification as a Local SBE, businesses may register at the Internal Services Department's web-site at: <http://laosb.org>
- 1.33.3 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 Exhibit 7,

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, Appendix D, Required Forms, of this IFB, with their bid. 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.

- 1.33.4 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>.

1.34 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 fifteen (15) calendar days after receipt of an undisputed invoice.

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

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Exhibit 1, Bidder's Organization Questionnaire/Affidavit, Appendix D, Required Forms, of this IFB. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.36 Transitional Job Opportunities Preference Program (if applicable)

- 1.36.1 In reviewing bids, 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.

- 1.36.2 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 Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.36.3 To request the Transitional Job Opportunities Preference, Bidder must complete Exhibit 13, Transitional Job Opportunities Preference Application, Appendix D, Required Forms, of this IFB, and submit it along with all supporting documentation with its bid.

1.37 Bidder's Charitable Contributions Compliance (if applicable)

- 1.37.1 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 K. 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.
- 1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Exhibit 11, Charitable Contributions Certification, Appendix D, Required Forms, of this IFB. A completed Exhibit 11, Charitable Contributions Certification, is a required part of any agreement with the County.
- 1.37.3 In Exhibit 11, 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.
- 1.37.4 Prospective County contractors that do not complete Exhibit 11, Charitable Contributions Certification, Appendix D, Required Forms, of this IFB, as part of the solicitation process may, in the County's sole discretion, be disqualified from agreement award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

1.38 Defaulted Property Tax Reduction Program

- 1.38.1 The prospective agreement 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 Appendix L, Defaulted Tax Program Ordinance, of this IFB, and the pertinent provisions of Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Sections 62.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Section 63.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of this IFB. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 1.38.2 Bidders 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 agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D, Required Forms, Exhibit 12, Certification of Compliance with The County's Defaulted Property Tax Reduction Program, of this IFB. Failure to maintain compliance, or to timely cure defects, may be cause for termination of agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.38.3 Bids 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 INSTRUCTIONS TO BIDDERS

This Section 2.0, Instructions to Bidders, contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their bid.

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 Agreement unless such understanding or representation is included in the Agreement.

2.2 Truth and Accuracy of Representations

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

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFBRefer to Bulletin #1
- Request for a Solicitation Requirements Review DueRefer to Bulletin #1
- Written Questions Due by 3:00 p.m. (Pacific Time)Refer to Bulletin #1
- Questions and Answers ReleasedRefer to Bulletin #1
- **Bids due by 3:00 p.m. (Pacific Time)**Refer to Bulletin #1

2.4 Solicitation Requirements Review

2.4.1 A person or entity may seek a Solicitation Requirements Review by submitting a completed Appendix E, Transmittal Form to Request a Solicitation Requirements Review, of this IFB, to the Department as described in this Paragraph. 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 Vendor.
- 2.4.2 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 bid due date.
- 2.4.3 All requests for a Solicitation Requirements Review should be submitted to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Susie Cousins, Assistant Director
Fax No.: (323) 415-1069
E-mail: scousin@lasd.org

2.5 Bidders' Questions

- 2.5.1 Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.
- 2.5.2 When submitting questions please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.
- 2.5.3 Questions regarding the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidder should be addressed under the Solicitation Requirements Review pursuant to Paragraph 2.4, Solicitation Requirements Review, of this IFB.

2.5.4 Questions should be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Irma Santana, Contracts Analyst
Fax Number: (323) 415-6321
E-mail address: isantana@lasd.org

2.6 Preparation of the Bid

- 2.6.1 All bids shall be bound and submitted in the prescribed format.
- 2.6.2 Bidders must read this IFB carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their bids to ensure that errors or omissions do not cause Bidders to be eliminated from consideration.
- 2.6.3 Each bid must respond clearly and comprehensively to all requirements of this IFB. Any request lacking a response may be considered "non-responsive." Failure to comply with the bid instructions may disqualify the bid. Noncompliant, inadequate, incomplete, or otherwise non-responsive bids may, in the County's sole discretion, result in disqualification or elimination.
- 2.6.4 County reserves the sole right to judge the content and presentation of the bids. Any bid that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County's sole discretion.

2.7 Bid Format

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

- Bidder's Organization Questionnaire/Affidavit
- Table of Contents
- Bid Sheet for Career Technical Education Courses (Section A-1)
- Bid Sheet for Life Skills Courses (Section A-2)
- Bidder's Qualifications (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Proof of Licenses (Section E)
- Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work B-1, Career Technical Education Courses and/or Statement of Work B-2, Life Skills Courses (Section F)

2.7.1 Bidder's Organization Questionnaire/Affidavit

The Bidder shall complete, sign and date Exhibit 1, Bidder's Organization Questionnaire/Affidavit, of Appendix D, Required Forms, of this IFB. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in an agreement.

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

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

Required Supporting Documents:

Corporations or Limited Liability Company (LLC):

Bidder must submit the following documentation with the proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization; and
- 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:

Bidder 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.

2.7.2 Table of Contents

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

2.7.3 Bid Sheet(s) (Section A)

Bidder shall complete and submit the following forms as provided in Appendix D, Required Forms, of this IFB:

- Bid Sheet for Career Technical Education Courses – Exhibit 15
- Bid Sheet for Life Skills Courses - Exhibit 16
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 14

2.7.4 Bidder's Qualifications (Section B)

Bidder shall demonstrate that Bidder's organization has the background, experience, and financial capability/stability to provide and perform the required services. Bidder shall provide general company information. The general company information shall include, at a minimum, the following:

- Bidder name, local contact name, telephone number, fax number and e-mail address; and
- Location of home office and local office (if different)
- Number and type of staff for divisions relevant to this IFB

The following sections must be included in Section B of the bid:

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

The Bidder shall provide specific details of relevant background information and experience to demonstrate that the Bidder meets the minimum requirements stated in Paragraph 1.4, Bidder's Minimum Mandatory Requirements, of this IFB, and has the capability to perform the required services as a corporation or other entity.

This section must contain the required information, references, resumes, and/or documentation that substantiates the Bidder meets the Minimum Mandatory Requirements.

B. Bidder's References (Section B.2)

It is the Bidder'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 and complete. The same references may be listed on Exhibit 2, Prospective Contractor References, and Exhibit 3, Prospective Contractor List of Contracts, of Appendix D, Required Forms, of this IFB. Please alert the clients providing references that the County will be contacting them.

County may disqualify a Bidder in its sole discretion if:

- references fail to substantiate Bidder's description of the services provided; or
- references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact after three (3) attempts are made. It is the Bidder's responsibility to inform the point of contact of normal working hours.

The Bidder must complete and include Exhibits 2, Prospective Contractor References, Exhibit 3, Prospective Contractor List of Contracts, and Exhibit 4, Prospective List of Terminated Contracts, of Appendix D, Required Forms, of this IFB.

a. Prospective Contractor References, Exhibit 2

Bidder must provide three (3) references, from different entities, 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.

C. Financial Capability (Section B.3)

Bidder shall provide copies of the company's most current and prior two (2) fiscal years' (2012, 2011, 2010) financial statements. Statements should include the company's assets, liabilities and net worth, using U.S. currency. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

D. Bidder's Pending Litigation, Threatened Litigation, and Judgments (Section B.4)

Bidder must identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against

Bidder in the past five (5) years. Bidder shall provide a statement describing the size and scope of any pending or threatened litigation against the Bidder or principals of the Bidder.

If a Bidder has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in this Section B.4.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Bidder being found non-responsive, and the bid may be eliminated from further review at County's absolute and sole discretion.

2.7.5 Required Forms (Section C)

The bid shall include the following business forms as provided in Appendix D, Required Forms, of this IFB. Bidder shall complete, sign and date all applicable forms. The person signing all forms must be authorized to sign on behalf of the Bidder and to bind the Bidder in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5 Certification of No Conflict of Interest

Bidder shall certify that no employee, who prepared or participated in the preparation of the bid, is within the purview of County Code Section 2.180.010.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Bidder shall certify that Bidder is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder comply with the ordinance during the IFB process and otherwise.

Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

Bidder shall complete the form and shall attach it and the Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance to the bid.

Note: Bidder must already be certified as a Local SBE prior to bid submission to be eligible to request that the bid be considered for the Local SBE Preference.

Exhibit 8 Bidder's EEO Certification

Bidder shall certify compliance with EEO laws, regulations, and policies.

- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
Bidder 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. Bidder shall also attest to a willingness to provide employed GAIN/GROW participants access to Bidder's employee mentoring program, if available.
- Exhibit 10 Contractor Employee Jury Service Program - Certification Form and Application for Exception
Bidder shall complete and submit this form with the bid. If Bidder is requesting an exception to this program, Bidder shall submit all necessary documents to support the request.
- Exhibit 11 Charitable Contributions Certification
Bidder must check the certification that is applicable and submit the form with their bid.
- Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program Certification

Bidder shall complete and submit this form with the bid.
- Exhibit 13 Transitional Job Opportunities Preference Program
If applicable, the Transitional Job Opportunities Preference Program must be completed and submitted with all required supporting documents.
- Exhibit 14 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- Exhibit 15 Bid Sheet for Career Technical Education Courses
- Exhibit 16 Bid Sheet for Life Skills Courses

2.7.6 Proof of Insurability (Section D)

Bidder shall provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A,

Additional Terms and Conditions, Section 12.0, Indemnification and Insurance, of this IFB. If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded an Agreement may be submitted with the bid

2.7.7 Proof of Licenses (Section E)

Bidder must furnish a copy of all applicable licenses, certifications, and credentials.

2.7.8 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work B-1, Career Technical Education Courses and/or Statement of Work B-2, Life Skills Courses (Section F)

The terms and conditions of Appendix A, Sample Agreement, and Appendix B-1, Statement of Work B-1, Career Technical Education Courses and/or Appendix B-2, Statement of Work B-2, Life Skills Courses, of this IFB are not negotiable. It is the duty of every Bidder to carefully review Appendix A, Sample Agreement, including all exhibits thereto, and Appendix B-1, Statement of Work B-1, Career Technical Education Courses and/or Appendix B-2, Statement of Work B-2, Life Skills Courses, including all attachments thereto, of this IFB to ensure compliance with all terms, conditions and requirements.

Section F of the bid must include a statement that the Bidder accepts all terms and conditions in Appendix A, Sample Agreement, including all exhibits thereto, and all requirements of Statement of Work B-1, Career Technical Education Courses and/or Statement of Work B-2, Life Skills Courses, including all attachments thereto, of this IFB

2.8 Bid Submission

The original bid(s) and three (3) numbered exact hard copies; and two (2) Compact Discs, each containing the bid(s) in electronic format, must be submitted in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

**“BID FOR CAREER TECHNICAL EDUCATION
IFB No. 516-SH”**

AND/OR

**“BID FOR LIFE SKILLS COURSES
IFB NO. 516-SH ”**

The bid and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Irma Santana, Contracts Analyst

It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the bid due date and time specified in Bulletin #1, or any addendum amending the bid due date and time. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any bids received after the scheduled bid due date and time, as specified in Bulletin #1, or any addendum amending the bid due date and time, will not be accepted and will be returned to the sender unopened. Timely hand-delivered bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All bids shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the bid due date and time set forth in Bulletin #1, or any addendum amending the bid due date and time. In the event the County is unable to enter into an Agreement within the two hundred seventy (270) day period, the County may request that all Bidders extend their offers for a period of time thereafter, in that event, any Bidder unwilling to extend its offer may be removed from consideration.

2.9 Bid Corrections and Errors

If Bidder realizes, before the bid due date, that the submitted bid contains one or more errors, Bidder may request in writing that the bid be withdrawn. If there are one or more errors, Bidder may resubmit another bid with each error corrected up to the bid due date. Once the bid due date has passed, all bids received on time stand as written. Requests for withdrawal shall be sent to:

Angelo Faiella, Manager
Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard
Monterey Park, California 91754

In addition, if County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or that there is missing information in any submitted bid, County, in its sole discretion, may request in writing that the particular Bidder submit a written correction of the applicable portions of its bid within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Bidder understands and agrees that any such correction shall be limited to

correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the bid for all purposes including bid review/evaluation. If Bidder fails to submit such correction or missing information within the County-specified time period, the bid shall stand as written.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

- 3.1.1 Bid sheets for Career Technical Education Courses and Bid sheets for Life Skills Courses will be examined to determine the lowest price for Career Technical Education Courses and the lowest price for Life Skills Courses. Should one or more of the Bidders request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the lowest bid price for Career Technical Education Courses and Life Skills Courses will be determined as follows:

Local SBE Preference:

Eight percent (8%) of the lowest bid price submitted for Career Technical Education Courses and eight percent (8%) of the lowest bid price submitted for Life Skills Courses will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bid price submitted for Career Technical Education Courses and the bid price submitted for Life Skills Courses by all Local SBE Bidders who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference:

Eight percent (8%) of the lowest bid price submitted for Career Technical education Courses and eight percent (8%) of the lowest bid price submitted for Life Skills Courses will be calculated, and that amount will be deducted from the bid price submitted for Career Technical Education Courses and the bid price submitted for Life Skills Courses by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

- 3.1.2 The lowest price bid for Career Technical Education Courses and lowest price bid for Life Skills Courses will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determine which is the lowest price, and most responsive and responsible bid.

3.2 Adherence to Minimum Mandatory Requirements

County shall review Exhibit 1, Bidder's Organization Questionnaire/Affidavit, Appendix D, Required Forms, of this IFB, and the appropriate information, references and/or documentation to determine if the Bidder meets the Minimum Mandatory Requirements as outlined in Paragraph 1.4, Bidder's Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the Bidder's Minimum Mandatory Requirements shall eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

3.3 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Bidder 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 Bidder;
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 Bidder, in writing, prior to the conclusion of the review/evaluation process.

3.4 Bid Review

3.4.1 Pricing Sheet (Section A)

1. Bids will be examined to determine the lowest price based on the rates set forth in the Bidder's Exhibit 15, Bid Sheet for Career Technical Education Courses, Appendix D, Required Forms, and/or Exhibit 16, Bid Sheet for Life Skills Courses, Appendix D, Required Forms of this IFB, and as described in Paragraph 3.1, Review Process, of this IFB.
2. Exhibit 14, Certification of Independent Price Determination and Acknowledgement of IFB Restrictions, Appendix D, Required Forms, of this IFB will be reviewed.

3.4.2 Bidder's Qualifications (Section B)

1. Bidder 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 bid.
2. Bidder will be evaluated on the verification of references provided in Section B.2 of the bid. 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.
3. A review will be conducted of the Bidder's financial statements provided in Section B.3 of the bid.
4. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.4 of the bid.

3.4.2 Required Forms (Section C)

All forms listed in Section 2, Subparagraph 2.7.5 must be included in **Section C** of the bid, if applicable.

3.4.3 Proof of Insurability (Section D)

Review the proof of insurability provided in **Section D** of the bid.

3.4.4 Proof of Licenses (Section E)

Review the proof of licenses provided in **Section E** of the bid.

3.4.5 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work B-1, Career Technical Education Courses and/or Statement of Work B-2, Life Skills Courses (Section F)

Review statement that Bidder accepts all terms and conditions in Appendix A, Sample Agreement and Requirements of Appendix B-1, Statement of Work B-1, Career Technical Education Courses and/or Appendix B-2, Statement of Work B-2, Life Skills Courses provided in **Section F** of the bid.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Proposed Contractor Selection Review

Any Bidder that has timely submitted 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 the Department.

A request for a Proposed Contractor Selection 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 Proposed Contractor Selection Review is a Bidder;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
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. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the bid format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
 - c. 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 the Department's alleged failure, the Bidder 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, the Department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.5.2, County Independent Review Process, below).

3.5.2 County Independent Review Process

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

The request for a County Independent Review 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 the County Independent Review is a Bidder;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.5.1 above.

Upon completion of the County Independent Review, the County's Internal Services Department will forward the report to the Department, which will provide a copy to the Bidder.

APPENDIX A

SAMPLE AGREEMENT

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

**APPENDIX A
SAMPLE AGREEMENT**



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

NOTICE TO IFB PROPOSERS

THIS DOCUMENT IS A SAMPLE AGREEMENT THAT INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE DATE OF THE IFB. COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE SAMPLE PROVISIONS IN THIS SAMPLE AGREEMENT WILL BE INCLUDED IN ANY RESULTANT AGREEMENT, THAT SUCH SAMPLE PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT AGREEMENT.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE IFB, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

FOR CERTAIN EXHIBITS (AS DEFINED IN THIS APPENDIX A – SAMPLE AGREEMENT TO THE IFB) REFERENCED IN THIS APPENDIX A, VENDORS ARE INSTRUCTED TO REFER TO APPLICABLE APPENDICES TO THE IFB. SUCH APPENDICES TO THE IFB WILL EVENTUALLY BE ATTACHED AS EXHIBITS TO ANY RESULTANT AGREEMENT.

**AGREEMENT
FOR
CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

Table of Contents

RECITALS 1

1. AGREEMENT AND INTERPRETATION. 1

 1.1 Agreement..... 1

 1.2 Interpretation 1

 1.3 Additional Terms and Conditions 2

 1.4 Construction 3

2. DEFINITIONS 3

3. ADMINISTRATION OF AGREEMENT – COUNTY..... 5

 3.1 County Project Director. 5

 3.2 County Project Manager..... 5

 3.3 Consolidation of Duties 6

 3.4 County Personnel..... 6

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR. 7

 4.1 Contractor Project Director..... 7

 4.2 Contractor Project Manager. 7

 4.3 Approval of Contractor’s Staff. 7

5. WORK..... 8

6. CHANGE ORDERS AND AMENDMENTS 9

7. TERM..... 9

8. PRICES AND FEES..... 10

 8.1 General 10

 8.2 Maximum Contract Sum..... 10

 8.3 No Payment for Services Provided Following Expiration/Termination of Agreement..... 11

9. COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS 11

10. INVOICES AND PAYMENTS. 11

 10.1 Approval of Invoices..... 11

 10.2 Detail..... 11

 10.3 No Out-of-Pocket Expenses..... 12

 10.4 Contractor Responsibility 12

 10.5 Submission of Invoices 12

 10.6 County’s Right to Withhold..... 12

 10.7 Invoice Discrepancy Report..... 12

11. LIQUIDATED DAMAGES 13

12. NOTICES..... 14

13. ARM’S LENGTH NEGOTIATIONS 15

14. SURVIVAL 15

EXHIBITS

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B-1– STATEMENT OF WORK- CAREER TECHNICAL EDUCATION COURSES
 (Not attached to Sample Agreement; See Appendix B-1 of the IFB)

ATTACHMENT B1-A INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS FOR CAREER TECHNICAL EDUCATION COURSES (Not attached to Sample Agreement; See Appendix B-1 of the IFB)

ATTACHMENT B1-B CUSTODY FACILITIES (Not attached to Sample Agreement; See Appendix B-1 of the IFB)

ATTACHMENT B1-C ENTRY APPLICATION FOR CUSTODY FACILITIES (Not attached to Sample Agreement; See Appendix B-1 of the IFB)

EXHIBIT B-2 - STATEMENT OF WORK- LIFE SKILLS COURSES (Not attached to Sample Agreement; See Appendix B-2 of the IFB)

ATTACHMENT B2-A INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS FOR LIFE SKILLS COURSES (Not attached to Sample Agreement; See Appendix B-2 of the IFB)

ATTACHMENT B2-B CUSTODY FACILITIES (Not attached to Sample Agreement; See Appendix B-2 of the IFB)

ATTACHMENT B2-C ENTRY APPLICATION FOR CUSTODY FACILITIES
(Not attached to Sample Agreement; See Appendix
B-2 of the IFB)

EXHIBIT C – PRICE SHEET- (Not attached to Sample Agreement)

EXHIBIT D – CONTRACTOR’S EEO CERTIFICATION

EXHIBIT E1 – CONTRACTOR’S ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT

EXHIBIT E2 - CONTRACTOR’S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

EXHIBIT E3 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

EXHIBIT F - CONTRACT DISCREPANCY REPORT

EXHIBIT G - SAFELY SURRENDERED BABY LAW – (Not attached to Sample Agreement;
See Appendix J of the IFB)

EXHIBIT H - JURY SERVICE ORDINANCE – (Not attached to Sample Agreement; See
Appendix G of the IFB)

EXHIBIT I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE –
(Not attached to Sample Agreement; See Appendix L of the IFB)

EXHIBIT J - INVOICE DISCREPANCY REPORT

**AGREEMENT
FOR
CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

RECITALS

THIS AGREEMENT is entered into as of the _____ day of _____, 2013 by and between the County of Los Angeles ("County") and [_____] a [_____] organized under the laws of [_____] located at [_____] ("Contractor"), to provide _____ services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, County, through the Department, desires to...

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Career Technical Education Courses and/or Life Skills Courses; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through J attached hereto, any attachments attached hereto or thereto, and any executed Change Order or Amendments from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. 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, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following descending priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C – Price Sheet

1.2.3. Exhibit B –1 Statement of Work B-1- Career Technical Education Courses

Attachment B1-A Instructors Duties and Minimum Qualifications for Career Technical Education Courses

Attachment B1-B Custody Facilities

Attachment B1-C Entry Application for Custody Facilities

Exhibit B-2 Statement of Work B-2 – Life Skills Courses

Attachment B2-A Instructors Duties and Minimum Qualifications for Life Skills Courses

Attachment B2-B Custody Facilities

Attachment B2-C Entry Application for Custody Facilities

1.2.4. Exhibit D – Contractor’s EEO Certification

1.2.5. Exhibit E1 – Contractor’s Employee Acknowledgement and Confidentiality Agreement

1.2.6. Exhibit E2 – Contractor’s Employee Acknowledgement and Confidentiality Agreement

1.2.7. Exhibit F – Safely Surrendered Baby Law

1.2.8. Exhibit G – Jury Service Ordinance

1.2.9. Exhibit H – Contractor Employee Jury Service Program Certification Form and Application for Exception

1.2.10 Exhibit I – Defaulted Property Tax Reduction Program Ordinance

1.2.11 Exhibit J - Invoice Discrepancy Report

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions, Sections, and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2 “Amendment” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Section 6 (Change Orders and Amendments)
- 2.6 “Contractor Key Personnel” has the meaning set forth in Subparagraph 4.3.2.
- 2.7 “Contractor Project Director” has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.8 “Contractor Project Manager” has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.9 “County” has the meaning set forth in the Recitals.
- 2.10 “County Counsel” means County’s Office of the County Counsel.

- 2.11 “County Indemnitees” means the County, its Special Districts, elected and appointed officers, employees, and agents.
- 2.12 “County Project Director” has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.13 “County Project Manager” has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.14 “Department” has the meaning set forth in the Recitals.
- 2.15 “Dispute Resolution Procedure” has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- “Employee or Employees” means
- 2.16 “Hourly Labor Rate” means, for Contractor’s personnel, the fully burdened hourly rates set forth in Exhibit C (Price Sheet), each of which such rates includes an allocated average of direct and indirect costs (including any applicable Taxes), overhead, and administrative expenses attributable to each personnel hour worked.
- 2.17 “Infringement Claims” has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.18 “Initial Term” has the meaning set forth in Section 7 (Term).
- 2.19 “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 10.7 (Invoice Discrepancy Report).
- 2.20 “Maximum Contract Sum” has the meaning set forth in Section 8 (Prices and Fees).
- 2.21 “Option Term” has the meaning set forth in Section 7 (Term).
- 2.22 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.23 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any approved Change Order or Amendment.
- 2.24 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and

property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.25 “Term” has the meaning set forth in Section 7 (Term).

2.26 “Work” means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the Work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, and executed Change Orders, and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 “County Project Director” for this Agreement shall be the following person:

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 “County Project Manager” for this Agreement shall be the following person:

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
 - 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
 - 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.6 County Project Manager shall issue Contract Discrepancy Report or CDR to Contractor whenever an Agreement discrepancy is identified, at discretion of County Project Director. A sample of the CDR form is attached to this Agreement as Exhibit F, Contract Discrepancy Report.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.
- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 “Contractor Project Director” shall be the following person, who shall be a full-time employee of Contractor:

[_____]

4.1.2 Contractor Project Director shall be responsible for Contractor’s performance of all of the Work and ensuring Contractor’s compliance with this Agreement.

4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

4.2 Contractor Project Manager.

4.2.1 The “Contractor Project Manager” shall be the following person who shall be a full-time employee of Contractor:

[_____]

4.2.2 Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement.

4.2.3. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

4.3 Approval of Contractor’s Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall

provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

- 4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including all Instructors (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, the County Project Director may require removal of any Contractor Technical Staff.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or as required in this Agreement.
- 4.3.5 All Contractor staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK

- 5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5, Work, all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in arrears on a monthly basis and in accordance with the terms and conditions of this Agreement, including but not

limited to, this Section 5, Work, Section 8, Prices and Fees, and Section 10, Invoices and Payments, of this Agreement.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit B, Statement of Work, or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be executed by Sheriff and Contractor.
- 6.3 For any change that materially affects the scope of Work, period of performance, price, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.4 Notwithstanding Paragraph 6.3 above, for (1) any Option Term extension of this Agreement beyond the Initial Term, (2) modifications pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), (3) additions or deletions of (a) Career Technical Education Courses and associated costs (b) Life Skills Courses and associated costs, and (c) Instructors, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7. TERM

- 7.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall continue for a period of one (1) year (the "Initial

Term”), unless terminated earlier in whole or in part, as provided in this Agreement.

- 7.2 The County has the option, at the Sheriff’s discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to five (5) additional one-year periods, (each an “Option Term”). Each such Option Term extension shall be in the form of a written Amendment pursuant to Paragraph 6.4 above. As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 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 an Option Term extension of the Agreement.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, deliverables, goods, Services and any other Work required under this Agreement shall be as set forth on Exhibit C (Price Sheet) of this Agreement. Such prices and fees shall be firm and fixed for the Term of this Agreement. Contractor shall not be entitled to payment or reimbursement for any Tasks, deliverables, goods, Services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The “Maximum Contract Sum” shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all Option Terms. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year’s budget. All payments under this Agreement shall be in accordance with Exhibit C (Price Sheet).

8.3 No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should 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 Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director or County Project Manager, as evidenced by the County Project Director's or County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price Sheet) for which payment is claimed and the amount of payment therefore.

Contractor shall prepare invoice format and content in the following manner:

- a. County's Agreement number;
- b. Contractor's name and address;

[Additional information will be added when final Agreement is prepared]

10.3 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Submission of Invoices

Contractor shall submit an original invoice and a copy [include any required documents] to the following addresses:

ORIGINAL TO:

Los Angeles County Sheriff's Department
[County Project Director and/or Manager]
[Unit title and address]

COPY TO:

Los Angeles County Sheriff's Department
Special Fund Accounting – Contracts Billing
4700 Ramona Boulevard
Monterey Park, California 91754

10.6 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report or IDR to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are

disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of the Agreement. A sample of the IDR form is attached to this Agreement as Exhibit J, Invoice Discrepancy Report.

11. LIQUIDATED DAMAGES

- 11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.
- 11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:
- 11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
- 11.2.2 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 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, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- 11.2.3 Upon giving five (5) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 County, as determined by County.

11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Section 11, Liquidated Damages, shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Paragraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) [Unit]
E-mail: [_____]]
Facsimile: [_____]]

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Attention:
Facsimile: (323) 415-6874
E-mail:[_____]]

To Contractor: [_____]
Attention: [_____]
Facsimile: [_____]
E-mail: [_____]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM’S LENGTH NEGOTIATIONS

This Agreement is the product of an arm’s length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1, Agreement and Interpretation, Section 2, Definitions, Section 5, Work, Section 6, Changes Orders and Amendments, Section 8, Prices and Fees, Section 10, Invoices and Payments, Section 11, Liquidated Damages, Section 12, Notices, Section 13, Arm’s Length Negotiations, Section 14, Survival, and all the terms and conditions set forth in Exhibit A, Additional Terms and Conditions, of this Agreement. In addition, any other Sections, Paragraphs, Subparagraphs of, or Exhibits and attachments to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
[_____]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

[__type in Contractor's name__]
Contractor
Signature: _____
Title: _____

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

TABLE OF CONTENTS

Page

1.0	SUBCONTRACTING.....	1
2.0	DISPUTE RESOLUTION PROCEDURE.....	3
3.0	CONFIDENTIALITY.....	5
4.0	TERMINATION FOR INSOLVENCY.....	8
5.0	TERMINATION FOR DEFAULT.....	9
6.0	TERMINATION FOR CONVENIENCE.....	9
7.0	TERMINATION FOR IMPROPER CONSIDERATION.....	10
8.0	EFFECT OF TERMINATION.....	10
9.0	WARRANTY AGAINST CONTINGENT FEES.....	12
10.0	AUTHORIZATION WARRANTY.....	12
11.0	FURTHER WARRANTIES.....	12
12.0	INDEMNIFICATION AND INSURANCE.....	13
13.0	INTELLECTUAL PROPERTY INDEMNIFICATION.....	19
14.0	BUDGET REDUCTIONS.....	20
15.0	FORCE MAJEURE.....	20
16.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	21
17.0	COMPLIANCE WITH APPLICABLE LAW.....	22
18.0	FAIR LABOR STANDARDS.....	23
19.0	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.....	23
20.0	NONDISCRIMINATION IN SERVICES.....	25

TABLE OF CONTENTS
(continued)

Page

21.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	25
22.0	HIRING OF EMPLOYEES	26
23.0	CONFLICT OF INTEREST.	26
24.0	RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.	27
25.0	TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE	27
26.0	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	27
27.0	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	28
28.0	CONTRACTOR PERFORMANCE DURING CIVIL UNREST	28
29.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	28
30.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.	28
31.0	RECYCLED-CONTENT PAPER.....	29
32.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	29
33.0	BACKGROUND AND SECURITY INVESTIGATIONS.....	31
34.0	ACCESS TO COUNTY FACILITIES.....	31
35.0	COUNTY FACILITY OFFICE SPACE.....	32
36.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.	32
37.0	PHYSICAL ALTERATIONS	32
38.0	FEDERAL EARNED INCOME TAX CREDIT	32
39.0	ASSIGNMENT BY CONTRACTOR.	32

TABLE OF CONTENTS
(continued)

Page

40.0	INDEPENDENT CONTRACTOR STATUS.....	33
41.0	RECORDS AND AUDITS.....	34
42.0	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.....	35
43.0	NO THIRD PARTY BENEFICIARIES.....	36
44.0	MOST FAVORED PUBLIC ENTITY.....	36
45.0	COUNTY’S QUALITY ASSURANCE PLAN.....	36
46.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.....	37
47.0	CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).....	37
48.0	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT.....	37
49.0	SAFELY SURRENDERED BABY LAW.....	37
50.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	38
51.0	PUBLIC RECORDS ACT.....	38
52.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	39
53.0	WAIVER.....	39
54.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	40
55.0	SEVERABILITY.....	40
56.0	RIGHTS AND REMEDIES.....	40
57.0	NON-EXCLUSIVITY.....	40
58.0	FACSIMILE.....	40

TABLE OF CONTENTS
(continued)

Page

59.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
60.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM ...	42
61.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	42
62.0	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	42
63.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	42
64.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	43

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

- i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Exhibit E2, Contractor Non-Employee Acknowledgement and Confidentiality Agreement, for each of subcontractor's employees performing Work under the subcontract. Such Agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions

of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall

promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to the County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director and Contractor Project Director for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the County Project Director and Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency),

Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 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 Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) 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.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Exhibit E1, Contractor Acknowledgement and Confidentiality Agreement for all of its employees performing Work under the Agreement and/or an executed Exhibit E2, Contractor Employee Acknowledgement and Confidentiality Agreement for each of its employees performing Work under the Agreement, and an executed Exhibit E3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement for each of its non-employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “proprietary” or “confidential.” County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under the Agreement for:

- 3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County’s name and Contractor shall cure

promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The

foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of the Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached the Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Agreement, or of any obligations of the Agreement 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.

5.2 In the event that County terminates the Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Paragraph.

5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall

be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. 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.

7.2 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by

Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.

11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications

and descriptions, and free from defects in workmanship and materials, as determined by County.

- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, qualifications, and requirements) as set forth in the Agreement, including Exhibit B, Statement of Work.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12.2 (General Provisions for All Insurance Coverage) and 12.3 (Insurance Coverage) of the Agreement. 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 the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 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 the Agreement.

- Renewal Certificates shall be provided to County not less than ten (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 subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement 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 Contractor identified as the contracting party in the Agreement. 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 County's failure to obtain, nor 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 Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Compliance Manager

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 the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 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 County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed 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.

12.2.3 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

12.2.4 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, 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.

12.2.5 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.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, 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.

12.2.7 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 the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

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

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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.

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

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 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.

12.2.13 Alternative Risk Financing Programs

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 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.

12.3 Insurance Coverage

12.3.1 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

12.3.2 **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 the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 **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.

12.3.4 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

12.3.5 **Professional Liability/Errors and Omissions**

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. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under the Agreement (collectively in this Section 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). 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 required by law or the Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 Remedial Acts. If Contractor fails to complete the remedial measures in Paragraph 13.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as

County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses (in this Paragraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 BUDGET REDUCTIONS

In the event that the Board 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, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to 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 sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, 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 will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 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. The Board shall have

the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.7 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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.

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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

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

17.2 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 Section 17.0 (Compliance with Applicable Law) 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.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D, Contractor's EEO Certification, to the Agreement.

19.2 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, or 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.

- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
 - 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County

reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures), of this Exhibit.

19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, 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 the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

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

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 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 Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into an agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person’s physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor’s employees or suppliers. During any such event in which the health or safety of any of Contractor’s staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County’s policy to encourage all County Contractors to voluntarily post County’s “L. A.’s Most Wanted: Delinquent Parents” poster in a prominent position at Contractor’s place of business. County’s Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the “L.A.’s Most Wanted: Delinquent Parents” list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of 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 the Agreement.

32.2 Written Employee Jury Service Policy.

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall

have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with 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 Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole

discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement 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 the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. 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.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 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.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County may also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

36.2 If 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 Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

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 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, 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 Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

39.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit.

39.3 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 Agreement which may result in the termination of the Agreement. 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.

40.0 INDEPENDENT CONTRACTOR STATUS

40.1 The Agreement is by and between County and 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 County and 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. Contractor shall function as, and in all respects is, an independent Contractor.

40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. 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 Contractor.

- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality), of this Exhibit.

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with

County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

41.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits), of this Exhibit, shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during

the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
Attn: Contracts Manager
4700 Ramona Boulevard
Monterey Park, CA 91754.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

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

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, 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 the Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should 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 or termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under the Agreement 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 G (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

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

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of the Agreement and for a period of one (1) 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.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for the Agreement, become the exclusive property of 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." 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.

51.2 In the event 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 bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM (if applicable)

- 52.1 The Agreement is subject to the provisions of the County’s ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 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.
- 52.3 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.
- 52.4 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 the Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Agreement amount and what the County’s costs would have been if the Agreement 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 Agreement; and
 - 3. Be subjected 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 an agreement award.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a

waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

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

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party,

when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 The Agreement 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.

59.2 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 Local Small Business Enterprise.

59.3 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 Local Small Business Enterprise.

59.4 If 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 County any difference between the Agreement amount and what County's costs would have been if the Agreement 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 Agreement; 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 an Agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreements 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.

62.2 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 the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

63.0 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 Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) Business Days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE (if applicable)

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)

* * * * *

EXHIBIT B-1 AND EXHIBIT B-2

**STATEMENT OF WORK B-1 AND
STATEMENT OF WORK B-2**

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX B-1 AND APPENDIX B-2,
STATEMENTS OF WORK, OF THE RFP)**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

EXHIBIT C

PRICE SHEET

(NOT ATTACHED TO SAMPLE AGREEMENT)

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E1

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

EXHIBIT E2

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

EXHIBIT E3

**CONTRACTOR'S NON-EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E1

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E3

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Exhibit E, Confidentiality Forms
Career Technical Education Courses and/or Life Skills Courses
IFB 516-SH

EXHIBIT F

CONTRACT DISCREPANCY REPORT

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared by County: _____ Received by Contractor: _____

 Returned by Contractor: _____

 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT G

SAFELY SURRENDERED BABY LAW

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX J, SAFELY SURRENDERED
BABY LAW, OF THE IFB)**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

EXHIBIT H

JURY SERVICE ORDINANCE

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX G, JURY SERVICE
ORDINANCE, OF THE IFB)**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

EXHIBIT I

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX L, DEFAULTED PROPERTY
TAX REDUCTION ORDINANCE, OF THE IFB)**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

EXHIBIT J

INVOICE DISCREPANCY REPORT

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

EXHIBIT J
INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Director: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

5. **Approved by COUNTY:**

Date: _____

Date: _____

6. **Contractor Notified on** _____ (Date)

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

APPENDIX B-1

STATEMENT OF WORK B-1 CAREER TECHNICAL EDUCATION COURSES

APPENDIX B-1
STATEMENT OF WORK B-1
CAREER TECHNICAL EDUCATION COURSES
TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	1
2.0	CONTRACTOR'S RESPONSIBILITIES	2
3.0	CONTRACTOR'S EMPLOYEE REQUIREMENTS	3
4.0	PROHIBITION AGAINST FRATERNIZING	6
5.0	DAYS AND HOURS OF OPERATION	6
6.0	OFFICE SPACE, EQUIPMENT, SUPPLIES AND NECESSARY RESOURCES	7
7.0	MONTHLY STATUS REPORT	7
8.0	CONTRACT DISCREPANCY REPORT	8
9.0	QUALITY CONTROL	8
ATTACHMENT B1-A	CAREER TECHNICAL EDUCATION COURSES– INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS	
ATTACHMENT B1-B	CUSTODY FACILITIES	
ATTACHMENT B1-C	ENTRY APPLICATION FOR CUSTODY FACILITIES	

STATEMENT OF WORK B-1
CAREER TECHNICAL EDUCATION COURSES

This Statement of Work B-1 (SOW) defines the duties and responsibilities of Contractor to provide Career Technical Education Courses to inmates incarcerated in the Los Angeles County Sheriff’s Department (Department) Custody Facilities. Contractor responsibilities do not include, and expressly exclude, the provision of any special education services required by California Education Code Section 56041, or any other federal or California law.

1.0 SCOPE OF WORK

Career Technical Education Courses

- 1.1 Contractor shall develop, offer, facilitate, and provide Career Technical Education Courses to inmates incarcerated in Department Custody Facilities, refer to Attachment B1-B, Custody Facilities, of this SOW. Contractor shall be responsible for providing Career Technical Education Courses at the designated Department Custody Facilities. Such Career Technical Education Courses shall be provided by qualified, certificated instructors in accordance with Attachment B1-A, Instructors Duties and Minimum Qualifications For Career Technical Education Courses, of this SOW. The Department reserves the right to add and/or delete Career Technical Education Courses during the Term of the Agreement in accordance with Paragraph 6.4 of the Agreement. Exhibit C (Price Sheet) shall be adjusted accordingly.
- 1.2 Contractor shall be Regionally Accredited by Western Association of Schools and Colleges (WASC).
- 1.3 Throughout the Term of the Agreement, Contractor shall provide the indicated number of instructors in the following Career Technical Education Courses. Contractor’s instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall provide and perform the duties set forth on Attachment B1-A, Instructors Duties and Minimum Qualifications For Career Technical Education Courses, of this SOW.

Number of Instructors	Career Technical Education Course
1	Bicycle Repair
2	Commercial Construction
4	Commercial Painting
2	Commercial Printing
2	Computer Technology*

Number of Instructors	Career Technical Education Course
2	Culinary Arts
1	Custodial Building Maintenance
1	Embroidery
1	Farming
2	Landscaping
1	Masonry
1	Pet Grooming
1	Recycling
2	Sewing
1	Welding
1	Woodworking

*Computer Technology courses will require additional hours, refer to Section 5.0, Days and Hours of Operation, Paragraph 5.1, of this SOW for additional information.

2.0 CONTRACTOR'S RESPONSIBILITIES

- 2.1 Prior to entrance into a Custody Facility, Contractor's Employees and Contractor's subcontractors and their Employees shall comply with current Department Custody Division and Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's Employees to the Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in person notification to County Project Manager of any lost or stolen pass as soon as feasible. Contractor Project Manager shall, within twenty-four (24) hours of notification, send an email to County Project Manager specifying the Employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's Employees shall be responsible for returning any issued Custody Facility pass to appropriate Custody Facility personnel, prior to leaving the concerned Custody Facility.
- 2.2 Contractor's Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall undergo and pass a background check conducted by the Department prior to commencing Work under the Agreement in accordance with Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of the Agreement. New Employees hired during the Term of the Agreement shall undergo and pass this same background check prior to commencing Work under the Agreement.

- 2.3 Contractor and all Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall acknowledge and adhere to all County and Department policies, procedures and regulations while performing Work under the Agreement. County Project Manager or designee will provide County and Department policies, procedures and regulations to Contractor during Custody Orientation.
- 2.4 Contractor and all Employees, and Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall adhere to the terms and conditions specified in Exhibit E1, Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, Exhibit E2, Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, and Exhibit E3, Contractor's Acknowledgment, Confidentiality, and Copyright Assignment Agreement, as the case may be.
- 2.5 Contractor shall submit all reports, correspondence and other documents in a legible, concise format approved by County Project Manager or designee.
- 2.6 Contractor shall prepare reports, correspondence and other documents in Microsoft Word unless specified by County Project Manager or designee.
- 2.7 Contractor shall be available to meet and confer as necessary but no less frequently than monthly, with County Project Manager or designee. County Project Manager will determine the date, time and location of such meetings.
- 2.8 Contractor shall ensure that all instructors providing services under this Agreement have the appropriate credentials in the subject matter they are teaching.
- 2.9 Contractor shall provide a copy of the appropriate credentials for each instructor to County Project Director or designee prior to instructors beginning Work under this Agreement.
- 2.10 Contractor shall work collaboratively with existing inmate programs offered in the Custody Facilities.
- 2.11 Contractor's curriculum shall only include classes that lead to industry standard certification.
- 2.12 Contractor's curriculum shall be approved by County Project Director or County Project Manager prior to the commencement of any classes.

3.0 CONTRACTOR'S EMPLOYEE REQUIREMENTS

3.1 Contractor Employee Roster

Contractor shall submit to County Project Manager a current roster, including all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents that are required to enter Custody Facilities to perform services under the Agreement. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into Custody Facilities.

3.2 Entry Application for Custody Facilities

3.2.1 Consistent with the requirements set forth in the Agreement, all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents that are required to enter Custody Facilities, are required to undergo and pass a background check, which shall be initiated by preparing Attachment B1-C, Entry Application for Custody Facilities form, of this SOW. Contractor shall be required to submit an Entry Application for Custody Facilities form for all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents requiring access to Custody Facilities to perform services under the Agreement. The Entry Application for Custody Facilities form shall be submitted to Correctional Services Division, Education Based Incarceration Bureau, 450 Bauchet Street, Los Angeles, California 90012. Forms should be received at least seventy-two (72) hours prior to the requested admittance into the Custody Facility.

3.2.2 Consistent with the requirements set forth in the Agreement, the background check will be conducted in accordance with Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of the Agreement.

3.2.3 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents must successfully pass the background check prior to commencing Work under this Agreement.

3.2.4 Contractor will only be notified of the final security determination of its Employees, subcontractors and their employees, and Contractor's agents. Specific details of the background check will remain confidential and will not be provided.

3.3 Custody Orientation and Ethical Training

Contractor shall train or facilitate Contractor's Employee training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a custody setting. The Department shall provide Custody Orientation that all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents must attend prior to commencing Work under the Agreement.

- 3.3.1 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents shall receive no less than two (2) hours of ethical conduct training prior to performing Work at a Custody Facility. The ethical conduct training shall be intended to raise Contractor Employee's awareness of the common temptations associated with working an assignment of special trust, such as that of contractors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. Contractor shall submit a course outline to County Project Director for review and approval prior to the training date. This topic shall be reinforced in the Department's mandatory four (4) hour Custody Orientation (Refer to Subparagraph 3.3.3 below).
- 3.3.2 Contractor may seek to partner with an outside organization to meet the (2) two hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director. Contractor shall bear all costs associated with providing the aforementioned (2) two hour ethical conduct training as described in this Subparagraph 3.3.2 and Subparagraph 3.3.1.
- 3.3.3 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents shall attend the mandatory (4) four-hour Custody Orientation prior to performing Work in Custody Facilities. The mandatory (4) four-hour Custody Orientation will be provided by the Department to all Contractor Employees and will reference the Department Manual of Policy and Procedures sections listed in Attachment B1-C, Entry Application for Custody Facilities, of this SOW. Contractor shall bear all costs associated with Contractor Employees' attendance at the Custody Orientation, including, but not limited to, any wages and/or overtime payment for specified training or shift coverage for Employee(s) attending specified training.
- 3.3.4 Contractor shall maintain ethical conduct training and Custody Orientation class rosters and training completion certifications of which copies shall be provided to County Project Manager for those Employees who have attended the ethical conduct training.

- 3.3.5 The Department will maintain information on Contractor's Employees and Contractor's subcontractors and their Employees, and Contractor's agents for safety and security purposes. Any additional information disclosed on any Contractor Employee during the Term of this Agreement will be decided on a case-by-case basis by County Project Manager.
- 3.3.6 Contractor and Contractor's subcontractors shall immediately notify County Project Manager regarding any Employee, discharge, or termination of employment, in order that they may be removed from the Custody Facility access roster. Contractor and Contractor's subcontractor's notifications regarding any such action shall be submitted verbally, within twenty-four (24) hours, followed by written notification, which may include e-mail, within five (5) Business Days.
- 3.3.7 Contractor and Contractor's subcontractors shall be required to provide written notification, which may include e-mail, to County Project Manager no less than seventy-two (72) hours in advance, of its intent to bring visitor(s) to Custody Facilities. Visitors shall be required to complete the Entry Application for Custody Facilities form, Attachment B1-C, to this SOW, unless otherwise excused in writing by County Project Manager.
- 3.3.8 Violation of the above procedures may result in loss of Contractor Employees' and Contractor's subcontractors Employees' security clearance to enter Custody Facilities.

4.0 PROHIBITION AGAINST FRATERNIZING

Contractor and Contractor's Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under this Agreement shall not fraternize with inmates and/or detainees held in the Department's Custody Facilities.

5.0 DAYS AND HOURS OF OPERATION

5.1 Contractor's Employees (instructors, and approved support staff) will generally provide Work thirty (30) hours a week, unless otherwise specified, Monday through Friday, six (6) hours per day, excluding County approved holidays. Work hours will vary and shall be provided to Contractor by County Project Manager or designee. All Computer Technology Instructors will work forty (40) hours a week, unless otherwise specified, Monday through Friday, eight (8) hours per day, excluding County approved holidays.

- 5.2 Contractor's Employees (instructors, and approved support staff) shall be paid during "lock down" or other circumstances preventing Employees (instructors, and approved support staff) from providing classroom instruction. Should a "lock down" or other circumstances preventing Contractor's Employees (instructors and approved support staff) from providing classroom instruction, Contractors Employees (instructors and approved support staff) shall prepare the next day's classes or perform other requested Work.

6.0 OFFICE SPACE, EQUIPMENT, SUPPLIES AND NECESSARY RESOURCES

- 6.1 County shall provide the following to Contractor for use during the Term of the Agreement.
 - 6.1.1 Access to space to implement the various required Career Technical Education Course.
 - 6.1.2 Equipment necessary and agreed upon by Contractor and County Project Director or designee, to operate the various required Career Technical Education Course.
 - 6.1.3 Access to televisions, media players, and other technology, as agreed upon by Contractor and County Project Director or designee, to provide required Career Technical Education Course.
- 6.2 Upon expiration, termination or cancellation of the Agreement, Contractor shall return all equipment provided by County in their original condition, less normal wear. Missing or damaged equipment shall be replaced and/or repaired by Contractor. In lieu of replacing missing or damaged equipment, County shall deduct from Contractor's most current invoice, the fair market value for said equipment or seek reimbursement from Contractor for same. In the event County seeks reimbursement and County and Contractor have mutually agreed to the fair market value of the equipment in question, Contractor shall pay County the agreed sum within thirty (30) calendar days of notification by County.
- 6.3 Contractor shall provide necessary supplies and resources to provide required Career Technical Education Courses.

7.0 MONTHLY STATUS REPORTS

Contractor shall provide to County Project Manager or designee a written monthly status report of the progress of the Career Technical Education Courses, as specified in Section 1.0 (Scope of Work) and otherwise in the Agreement, and any other information County Project Director or designee may from time to time

reasonably request. Report due date shall be provided to Contractor by County Project Manager or designee.

8.0 CONTRACT DISCREPANCY REPORT

- 8.1 Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County Project Manager and Contractor.
- 8.2 County Project Manager or designee will determine whether a formal Contract Discrepancy Report, Exhibit F, Contract Discrepancy Report, of the Agreement, will be issued. Upon receipt of such report, Contractor is required to respond in writing to County Project Manager or designee within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to County Project Manager or designee within ten (10) Business Days of receipt of the Discrepancy Report.

9.0 QUALITY CONTROL

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all requirements, including policies and procedures for all staff. The Quality Control Plan shall be submitted to County Project Manager or designee for review ten (10) Business Days after the effective date of the Agreement. In the event that requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager or designee within ten (10) Business Days of notification.

The Quality Control Plan shall include, but is not limited to the following:

- 9.1 Method and frequency of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 9.2 Specific activities to be monitored either on a scheduled or unscheduled basis.
- 9.3 Samples of forms to be used in monitoring.
- 9.4 Job title and level of Contractor Employee performing monitoring functions.

APPENDIX B-1

STATEMENT OF WORK B-1 CAREER TECHNICAL EDUCATION COURSES

ATTACHMENT B-1 INSTRUCTOR DUTIES AND MINIMUM QUALIFICATIONS FOR CAREER TECHNICAL EDUCATION COURSES

**INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS
FOR CAREER TECHNICAL EDUCATION COURSES**

CAREER TECHNICAL EDUCATION	DUTIES AND MINIMUM QUALIFICATIONS
Bicycle Repair	<p>Duties: Instructs inmates in bike repair and maintenances, including brake assembly, disassemble and re-assemble of bikes, complete bike tune up, tire repair, hub overhaul, etc., for various types of bikes.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the bike repair field.</p>
Commercial Construction	<p>Duties: Instructs inmates in general construction trade. Including rough framing, drywall, electrical, plumbing, and roofing, job site safety, code compliance and inspection procedures.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the construction field.</p>

<p>Commercial Painting</p>	<p>Duties: Instructs inmates on skills to paint various surfaces and/or structures, including wood, drywall, stucco, masonry, and metal, including surface preparation, surface priming, masking, protection of surrounding area, application of the paint, and clean up.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the commercial painting field.</p>
<p>Commercial Printing</p>	<p>Duties: Instructs inmates on skills for bindery and finishing, paper cutting, folding devices, assembling processes, collating, inserting, adhesive binding, side binding, saddle stitching, and self-covers. Including offset printing, layout, plate making, offset operations, job planning, layout, halftone, camera ready copy operation, plate making, plate exposures, general care of offset plates, arrangement of main cylinders, feeder and delivery features, dampening system, foundation solutions, PH values, inking systems, and pressure checks of systems. Including Pre-Press basic methods and practices for layout, stripping and plate making, job planning and layout, printers measure and proofreading, copy preparation, line photography, halftone, imposition, color management, digital file preparation for output to plate makers, copiers and digital offset presses.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the commercial printing field.</p>

<p>Computer Technology</p>	<p>Duties: Instructs inmates on the basics of computer operations and the use of the Microsoft Suite, including Word, PowerPoint, Excel, and Access. Also, instruct inmates in basic social networking programming in languages such as Python, Wordpress, Java, and Drupal. Duties also include servicing the computer lab with basic intranet needs and software management.</p> <p>Minimum Qualifications: Must be A+ and Microsoft Office Professional certified.</p>
<p>Culinary Arts</p>	<p>Duties: Instructs inmates in proper use of kitchen tools, equipment, and portion control, measuring items, plan menus and figure costs, sanitation, safety, personal hygiene and hospitality management.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the culinary arts field.</p>
<p>Custodial Building Maintenance</p>	<p>Duties: Instructs inmates in occupational health and safety, adhering to work schedules and job time requirements, purchase, use, care and storage of maintenance materials and equipment, general housekeeping duties including dusting, dust mopping, wet mopping, stairways, lavatory cleaning, drinking fountains and service sinks, and floor care: carpeted, resilient, and hard floors, floor cleaning data, spot and stain removal and cleaners.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the custodial building maintenance field.</p>

Embroidery	<p>Duties: Instructs inmates in embroidery machine operation and graphic design using Adobe projects.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the embroidery field.</p>
Farming	<p>Duties: Instructs inmates in the areas of farm management, irrigation, soil conditioning, and crop efficiency.</p> <p>Minimum Qualifications: Instructor must have the ability to operate and provide basic maintenance on farming equipment. Instructor must have at least five (5) years work experience in the farming industry.</p>
Landscaping	<p>Duties: Instructs inmates in the skills for landscaping fields, including, but not limited to, sod laying, grass planting, tree and shrub planting, as well as the maintenance skills necessary for the aforementioned plants and grass.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the landscaping field.</p>

Masonry	<p>Duties: Instructs inmates in the skills required to be successful in the Masonry trade. Topics covered include concrete laying, block and brick wall construction, form setting, paver installation, ceramic tile installation, and construction of other structures utilizing masonry materials (i.e. BBQ's, etc.)</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the masonry field.</p>
Pet Grooming	<p>Duties: Instructs inmates on skills to bathe and groom dogs, animal handling, basic hair trimming techniques, flea dips, blow drying, brushing, teeth and nail cleaning, shaving cats, and trimming bird wings.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the pet-grooming field.</p>
Recycling	<p>Duties: Instructs inmates in the area of recycling management. Instructor will be in charge of a recycling center and management of inmate workers.</p> <p>Minimum Qualifications: Instructor must have at least two years experience in the recycling field.</p>

Sewing	<p>Duties: Instructs inmates in the operation of Semi-Automatic Sewing Machines, fabric preparation, operation and care of various pieces of power sewing equipment, tool and equipment use, single needle, over-lock, bar-tack, elastic, double needle.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the sewing field.</p>
Welding	<p>Duties: Instructs inmates in various types of welding such as Arc, TIG, and MIG used in metal fabrication, metal cutting utilizing acetylene torch and plasma cutters.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. Instructor must have at least five (5) years work experience in the welding field.</p>
Woodworking	<p>Duties: Instructs inmates in tool use, basic geometry and measuring, safety, and use of power tools, included sanding, and adding finishes.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter, or industry appropriate certification. . Instructor must have at least five (5) years work experience in the woodworking field.</p>

STATEMENT OF WORK B-1

ATTACHMENT B1-B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CAREER TECHNICAL EDUCATION COURSES

CUSTODY FACILITIES

Century Regional Detention Facility

11705 South Alameda St.
Lynwood, CA 90262

Fleet Management

1104 North Eastern Avenue
Los Angeles, CA 90063

Men's Central Jail

441 Bauchet Street
Los Angeles, CA 90012

Twin Towers Correctional Facility

450 Bauchet Street
Los Angeles, CA 90012

Pitchess Detention Center

East Facility
29310 The Old Road
Castaic, CA 91384

South Facility
29330 The Old Road
Castaic, CA 91384

***North Facility**

29320 The Old Road
Castaic, CA 91384

North County Correctional Facility

29340 The Old Road
Castaic, CA 91384

***North Facility is currently closed, but may open in the near future.**

**STATEMENT OF WORK
ATTACHMENT B1-C
CAREER TECHNICAL EDUCATION COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

CONTRACTOR: _____

AGREEMENT NO.: _____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications;
- Illegal use of drugs within the past three (3) years;
- Convicted of bringing a controlled substance into federal prison, state prison, or county jail;
- Any convictions for drug sales;
- Applicant is currently on Parole/Probation;
- Incarcerated in any jail/prison within the last three (3) years;
- Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
- Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you.

Please initial here:

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____

Home Phone # _____ Work # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE _____

**STATEMENT OF WORK
ATTACHMENT B1-C
CAREER TECHNICAL EDUCATION COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # (_____) _____

Organization:

Name _____

Address _____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often? _____

Entry Criteria:

If you answer **YES** to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used? _____
2. When is the last time you used drugs? _____
3. Are you currently on Parole/Probation? _____
4. Have you been incarcerated within the last five years? (Prison/Jail/Youth Authority/Camp) _____
5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?

If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
_____	_____	_____	_____
_____	_____	_____	_____

6. Have you ever been arrested for murder? _____

7. Have you ever been convicted of a sex crime? _____

**STATEMENT OF WORK
ATTACHMENT B1-C
CAREER TECHNICAL EDUCATION COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

8. Have you ever been convicted of a Weapons Violation? _____
9. Are you filling out this application as a condition of employment? _____

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my revocation of my security clearance with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CONTRACTOR AND SUBCONTRACTOR. Please initial here: _____

These policies apply to all sworn, civilian, volunteer, contractor personnel, subcontractor and subcontractor personnel. Manual of Policy and Procedures below list shall be addressed during the Department's Custody Orientation

- | | |
|----------------------------|---|
| Section 5-06/110.00 | Hostage and Barricaded Suspect; |
| Section 3-01/030.72 | Sexual Harassment and Retaliation Policy. |
| Section 3-01/121.00 | Policy of Equality and its subsections to be determined by the County |
| Section 3-01/122.00 | Policy of Equality – Procedures and its subsections to be determined by the County |

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature _____ Date _____

**STATEMENT OF WORK
ATTACHMENT B1-C
CAREER TECHNICAL EDUCATION COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**
(False information on this application is subject to immediate dismissal)

ATTACHMENT

Signature: _____ Date: _____

APPENDIX B-2

STATEMENT OF WORK B-2 LIFE SKILLS COURSES

APPENDIX B-2
STATEMENT OF WORK B-2
LIFE SKILLS COURSES
TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	1
2.0	CONTRACTOR'S RESPONSIBILITIES	1
3.0	CONTRACTOR'S EMPLOYEE REQUIREMENTS	3
4.0	PROHIBITION AGAINST FRATERNIZING	6
5.0	DAYS AND HOURS OF OPERATION	6
6.0	OFFICE SPACE, EQUIPMENT, SUPPLIES AND NECESSARY RESOURCES	6
7.0	MONTHLY STATUS REPORT	7
8.0	CONTRACT DISCREPANCY REPORT	7
9.0	QUALITY CONTROL	8
ATTACHMENT B2-A	INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS FOR LIFE SKILLS COURSES	
ATTACHMENT B2-B	CUSTODY FACILITIES	
ATTACHMENT B2-C	ENTRY APPLICATION FOR CUSTODY FACILITIES	

STATEMENT OF WORK B-2

LIFE SKILLS COURSES

This Statement of Work B-2 (SOW) defines the duties and responsibilities of Contractor to provide Life Skills Courses to inmates incarcerated in the Los Angeles County Sheriff's Department (Department) Custody Facilities. Contractor responsibilities do not include, and expressly exclude, the provision of any special education services required by California Education Code Section 56041, or any other federal or California law.

1.0 SCOPE OF WORK

Life Skills Courses

- 1.1 Contractor shall develop, offer, facilitate, and provide Life Skills Courses to inmates incarcerated in Department Custody Facilities, refer to Attachment B2-B, Custody Facilities, of this SOW. Contractor shall be responsible for providing Life Skills Courses at the designated Department Custody Facilities. Such Life Skills Courses shall be provided by qualified, certificated instructors in accordance with Attachment B2-A, Instructors Duties and Minimum Qualifications For Life Skills Courses, of this SOW. The Department reserves the right to add and/or delete Life Skills Courses during the Term of the Agreement in accordance with Paragraph 6.4 of the Agreement. Exhibit C (Price Sheet) shall be adjusted accordingly.
- 1.2 Throughout the Term of the Agreement, Contractor shall provide the indicated number of instructors in the following Life Skills Courses. Contractor's instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall provide and perform the duties set forth on Attachment B2-A, Instructors Duties and Minimum Qualifications For Life Skills Courses, of this SOW.

Number of Instructors	Life Skills Course
5	Parenting, Anger Management, Addictions, and Relationships
1	Parenting, Anger Management, Addictions, and Relationships for Deaf Population – taught in American Sign Language
3	Financial Literacy/Budgeting
3	Resume Writing/Interviewing Skills
4	Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation

2.0 CONTRACTOR'S RESPONSIBILITIES

- 2.1 Prior to entrance into a Custody Facility, Contractor's Employees and Contractor's subcontractors and their Employees shall comply with current Department Custody Division and Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's Employees to the Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in person notification to County Project Manager of any lost or stolen pass as soon as feasible. Contractor Project Manager shall, within twenty-four (24) hours of notification, send an email to County Project Manager specifying the Employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's Employees shall be responsible for returning any issued Custody Facility pass to appropriate Custody Facility personnel, prior to leaving the concerned Custody Facility.
- 2.2 Contractor's Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall undergo and pass a background check conducted by the Department prior to commencing Work under the Agreement in accordance with Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of the Agreement. New Employees hired during the Term of the Agreement shall undergo and pass this same background check prior to commencing Work under the Agreement.
- 2.3 Contractor and all Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall acknowledge and adhere to all County and Department policies, procedures and regulations while performing Work under the Agreement. County Project Manager or designee will provide County and Department policies, procedures and regulations to Contractor during Custody Orientation.
- 2.4 Contractor and all Employees, and Contractor's subcontractors and their Employees, and Contractor's agents performing Work under the Agreement shall adhere to the terms and conditions specified in Exhibit E1, Contractor's Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, Exhibit E2, Contractor's Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, and Exhibit E3, Contractor's Acknowledgment, Confidentiality, and Copyright Assignment Agreement, as the case may be.

- 2.5 Contractor shall submit all reports, correspondence and other documents in a legible, concise, format approved by County Project Manager or designee.
- 2.6 Contractor shall prepare reports, correspondence and other documents in Microsoft Word unless specified by County Project Manager or designee.
- 2.7 Contractor shall be available to meet and confer as necessary but no less frequently than monthly, with County Project Manager or designee. County Project Manager will determine the date, time and location of such meetings.
- 2.8 Contractor shall ensure that all instructors providing services under this Agreement have the appropriate credentials in the subject matter they are teaching.
- 2.9 Contractor shall provide a copy of the appropriate credentials for each instructor to County Project Director or designee prior to instructors beginning Work under this Agreement.
- 2.10 Contractor shall work collaboratively with existing inmate programs offered in the Custody Facilities.
- 2.11 Contractor's courses shall only include evidence-based curriculum.
- 2.12 Contractor's curriculum shall be approved by County Project Director or County Project Manager prior to the commencement of any classes.

3.0 CONTRACTOR'S EMPLOYEE REQUIREMENTS

3.1 Contractor Employee Roster

Contractor shall submit to County Project Manager a current roster, including all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents that are required to enter Custody Facilities to perform services under the Agreement. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into Custody Facilities.

3.2 Entry Application for Custody Facilities

3.2.1 Consistent with the requirements set forth in the Agreement, all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents that are required to enter Custody Facilities, are required to undergo and pass a background check, which shall be initiated by preparing Attachment B2-C, Entry

Application for Custody Facilities form, of this SOW. Contractor shall be required to submit an Entry Application for Custody Facilities form for all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents requiring access to Custody Facilities to perform services under the Agreement. The Entry Application for Custody Facilities form shall be submitted to Correctional Services Division, Education Based Incarceration Bureau, 450 Bauchet Street, Los Angeles, California 90012. Forms should be received at least seventy-two (72) hours prior to the requested admittance into the Custody Facility.

3.2.2 Consistent with the requirements set forth in the Agreement, the background check will be conducted in accordance with Exhibit A, Additional Terms and Conditions, Section 33.0, Background and Security Investigations, of the Agreement.

3.2.3 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents must successfully pass the background check prior to commencing Work under this Agreement.

3.2.4 Contractor will only be notified of the final security determination of its Employees, subcontractors and their employees, and Contractor's agents. Specific details of the background check will remain confidential and will not be provided.

3.3 Custody Orientation and Ethical Training

Contractor shall train or facilitate Contractor's Employee training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a custody setting. The Department shall provide Custody Orientation that all Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents must attend prior to commencing Work under the Agreement.

3.3.1 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents shall receive no less than two (2) hours of ethical conduct training prior to performing Work at a Custody Facility. The ethical conduct training shall be intended to raise Contractor Employee's awareness of the common temptations associated with working an assignment of special trust, such as that of contractors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. Contractor shall submit a course outline to County Project Director for review and approval prior to the training date. This topic shall be reinforced in the

Department's mandatory four (4) hour Custody Orientation (Refer to Subparagraph 3.3.3 below).

- 3.3.2 Contractor may seek to partner with an outside organization to meet the (2) two hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director. Contractor shall bear all costs associated with providing the aforementioned (2) two hour ethical conduct training as described in this Subparagraph 3.3.2 and Subparagraph 3.3.1.
- 3.3.3 All Contractor Employees and Contractor's subcontractors and their Employees, and Contractor's agents shall attend the mandatory (4) four-hour Custody Orientation prior to performing Work in Custody Facilities. The mandatory (4) four-hour Custody Orientation will be provided by the Department to all Contractor Employees and will reference the Department Manual of Policy and Procedures sections listed in Attachment B2-C, Entry Application for Custody Facilities. Contractor shall bear all costs associated with Contractor Employees' attendance at the Custody Orientation, including, but not limited to, any wages and/or overtime payment for specified training or for shift coverage for Employee(s) attending specified training.
- 3.3.4 Contractor shall maintain ethical conduct training and Custody Orientation class rosters and training completion certifications of which copies shall be provided to County Project Manager for those Employees who have attended the ethical conduct training.
- 3.3.5 The Department will maintain information on Contractor's Employees and Contractor's subcontractors and their Employees, and Contractor's agents for safety and security purposes. Any additional information disclosed on any Contractor Employee during the Term of this Agreement will be decided on a case-by-case basis by County Project Manager.
- 3.3.6 Contractor and Contractor's subcontractors shall immediately notify County Project Manager regarding any Employee, discharge, or termination of employment, in order that they may be removed from the Custody Facility access roster. Contractor and Contractor's subcontractor's notifications regarding any such action shall be submitted verbally within twenty-four (24) hours, followed by written notification, which may include e-mail, within five (5) Business Days.

3.3.7 Contractor and Contractor's subcontractors shall be required to provide written notification, which may include e-mail, to County Project Manager no less than seventy-two (72) hours in advance, of its intent to bring visitor(s) to Custody Facilities. Visitors shall be required to complete Attachment B2-C, Entry Application for Custody Facilities form, of this SOW, unless otherwise excused in writing by County Project Manager.

3.3.8 Violation of the above procedures may result in loss of Contractor Employees' and Contractor's subcontractors Employees' security clearance to enter Custody Facilities.

4.0 PROHIBITION AGAINST FRATERNIZING

Contractor and Contractor's Employees, Contractor's subcontractors and their Employees, and Contractor's agents performing Work under this Agreement shall not fraternize with inmates and/or detainees held in the Department's Custody Facilities.

5.0 DAYS AND HOURS OF OPERATION

5.1 Contractor's Employees (instructors, and approved support staff) will generally provide Work thirty (30) hours a week, unless otherwise specified, Monday through Friday, six (6) hours per day, excluding County approved holidays. Work hours will vary and shall be provided to Contractor by County Project Manager or designee.

5.2 Contractor's Employees (instructors, and approved support staff) shall be paid during "lock down" or other circumstances preventing Employees (instructors, and approved support staff) from providing classroom instruction. Should a "lock down" or other circumstances preventing Contractor's Employees (instructors and approved support staff) from providing classroom instruction, Contractors Employees (instructors and approved support staff) shall prepare the next day's classes or perform other requested Work.

6.0 OFFICE SPACE, EQUIPMENT, SUPPLIES AND NECESSARY RESOURCES

6.1 County shall provide the following to Contractor for use during the Term of the Agreement.

6.1.1 Access to space to implement the various required Life Skills Courses.

- 6.1.2 Equipment necessary and agreed upon by Contractor and County Project Director or designee, to operate the various required Life Skills Courses.
- 6.1.3 Access to televisions, media players, and other technology, as agreed upon by Contractor and County Project Director or designee, to provide required Life Skills Courses.
- 6.2 Upon expiration, termination or cancellation of the Agreement, Contractor shall return all equipment provided by County in their original condition, less normal wear. Missing or damaged equipment shall be replaced and/or repaired by Contractor. In lieu of replacing missing or damaged equipment, County shall deduct from Contractor's most current invoice, the fair market value for said equipment or seek reimbursement from Contractor for same. In the event County seeks reimbursement and County and Contractor have mutually agreed to the fair market value of the equipment in question, Contractor shall pay County the agreed sum within thirty (30) calendar days of notification by County.
- 6.3 Contractor shall provide necessary supplies and resources to provide required Life Skills Courses.

7.0 MONTHLY STATUS REPORT

Contractor shall provide to County Project Manager or designee a written monthly status report of the progress of the Life Skills Courses, as specified in Section 1.0 (Scope of Work) and otherwise in the Agreement, and any other information County Project Director or designee may from time to time reasonably request. Report due date shall be provided to Contractor by County Project Manager or designee.

8.0 CONTRACT DISCREPANCY REPORT

- 8.1 Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County Project Manager and Contractor.
- 8.2 County Project Manager or designee will determine whether a formal Contract Discrepancy Report, Exhibit F, Contract Discrepancy Report, of the Agreement, will be issued. Upon receipt of such report, Contractor is required to respond in writing to County Project Manager or designee within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to County Project

Manager or designee within ten (10) Business Days of receipt of the Discrepancy Report.

9.0 QUALITY CONTROL

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all requirements, including policies and procedures for all staff. The Quality Control Plan shall be submitted to County Project Manager or designee for review ten (10) Business Days after the effective date of the Agreement. In the event that requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such updated plan to County Project Manager or designee within ten (10) Business Days of notification.

The Quality Control Plan shall include, but is not limited to the following:

- 9.1 Method and frequency of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 9.2 Specific activities to be monitored either on a scheduled or unscheduled basis.
- 9.3 Samples of forms to be used in monitoring.
- 9.4 Job title and level of Contractor Employee performing monitoring functions.

APPENDIX B-2

STATEMENT OF WORK B-2 LIFE SKILLS COURSES

ATTACHMENT B-2 INSTRUCTOR DUTIES AND MINIMUM QUALIFICATIONS FOR LIFE SKILLS COURSES

ATTACHMENT B2-A

**INSTRUCTORS DUTIES AND MINIMUM QUALIFICATIONS
FOR LIFE SKILLS COURSES**

LIFE SKILLS COURSES	DUTIES AND MINIMUM QUALIFICATIONS
Parenting Anger Management Addictions Relationships	<p>Duties: Instructs inmates in effective parenting skills, child growth and development, relating in a non-judgmental way to peers, parents children and others and self-acceptance with knowledge of past patterns and future goals. Instructs inmates in areas of substance abuse prevention, drug court and diversion, behavioral health, community reintegration, vocational readiness, gang intervention, anger, aggression, and violence as it relates to substance abuse. Instructs inmates in effective communication that develops healthy family and community relationships, productive learning to better understand the dynamics of their lives, knowledge and skills which help eliminate violence in their lives and relationships and the ability to work through the process of forgiveness.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter or proper industry certifications. Must have at least five (5) years experience in a related field.</p>

<p>Parenting Anger Management Addictions Relationships For Deaf Population – taught in American Sign Language</p>	<p>Duties: Instructs inmates in effective parenting skills, child growth and development, relating in a non-judgmental way to peers, parents children and others and self-acceptance with knowledge of past patterns and future goals. Instructs inmates in areas of substance abuse prevention, drug court and diversion, behavioral health, community reintegration, vocational readiness, gang intervention, anger, aggression, and violence as it relates to substance abuse and gang involvement. Instructs inmates in effective communication that develops healthy family and community relationships, productive learning to better understand the dynamics of their lives, knowledge and skills which help eliminate violence in their lives and relationships and the ability to work through the process of forgiveness.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter or industry certifications. Must have at least five (5) years experience in a related field.</p>
<p>Financial Literacy/Budgeting</p>	<p>Duties: Instructs inmates in financial literacy skills including budgeting, family finances, investments, and money saving techniques.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter or proper industry certifications. Must have at least five (5) years experience in a related field.</p>
<p>Resume Writing/Interviewing Skills</p>	<p>Duties: Instructs inmates in effective resume writing and interviewing.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter or industry certifications. Must have at least five (5) years experience in a related field and working knowledge of Microsoft Word.</p>

<p>Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation</p>	<p>Duties: Instructs inmates in effective parenting skills, child growth and development, relating in a non-judgmental way to peers, parents children and others and self-acceptance with knowledge of past patterns and future goals. Instructs inmates in areas of substance abuse prevention, drug court and diversion, behavioral health, community reintegration, vocational readiness, gang intervention, anger, aggression, and violence as it relates to substance abuse and gang involvement. Instructs inmates in effective communication that develops healthy family and community relationships, productive learning to better understand the dynamics of their lives, knowledge and skills which help eliminate violence in their lives and relationships and the ability to work through the process of forgiveness.</p> <p>Minimum Qualifications: Possession of a Preliminary Full-Time Designated Subjects Career Technical Education Teaching Credential or a Full-Time Designated Subjects Technical Education Teaching Credential in the designated subject matter or industry certifications. Must have at least five (5) years experience in a related field.</p>
---	--

STATEMENT OF WORK B-2

ATTACHMENT B2-B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT LIFE SKILLS COURSES

CUSTODY FACILITIES

Century Regional Detention Facility

11705 South Alameda St.
Lynwood, CA 90262

Fleet Management

1104 North Eastern Avenue
Los Angeles, CA 90063

Men's Central Jail

441 Bauchet Street
Los Angeles, CA 90012

Twin Towers Correctional Facility

450 Bauchet Street
Los Angeles, CA 90012

Pitchess Detention Center

East Facility
29310 The Old Road
Castaic, CA 91384

South Facility
29330 The Old Road
Castaic, CA 91384

***North Facility**

29320 The Old Road
Castaic, CA 91384

North County Correctional Facility

29340 The Old Road
Castaic, CA 91384

***North Facility is currently closed, but may open in the near future.**

**STATEMENT OF WORK
ATTACHMENT B2-C
LIFE SKILLS COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

CONTRACTOR: _____

AGREEMENT NO.: _____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications;
- Illegal use of drugs within the past three (3) years;
- Convicted of bringing a controlled substance into federal prison, state prison, or county jail;
- Any convictions for drug sales;
- Applicant is currently on Parole/Probation;
- Incarcerated in any jail/prison within the last three (3) years;
- Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
- Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you.

Please initial here:

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____

Home Phone # _____ Work # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE _____

**STATEMENT OF WORK
ATTACHMENT B2-C
LIFE SKILLS COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # (_____) _____

Organization:

Name _____

Address _____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often? _____

Entry Criteria:

If you answer **YES** to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used? _____
2. When is the last time you used drugs? _____
3. Are you currently on Parole/Probation? _____
4. Have you been incarcerated within the last five years? (Prison/Jail/Youth Authority/Camp) _____
5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?

If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
_____	_____	_____	_____
_____	_____	_____	_____

6. Have you ever been arrested for murder? _____

7. Have you ever been convicted of a sex crime? _____

**STATEMENT OF WORK
ATTACHMENT B2-C
LIFE SKILLS COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**

8. Have you ever been convicted of a Weapons Violation? _____
9. Are you filling out this application as a condition of employment? _____

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my revocation of my security clearance with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CONTRACTOR AND SUBCONTRACTOR. Please initial here: _____

These policies apply to all sworn, civilian, volunteer, contractor personnel, subcontractor and subcontractor personnel. Manual of Policy and Procedures below list shall be addressed during the Department's Custody Orientation

- | | |
|----------------------------|---|
| Section 5-06/110.00 | Hostage and Barricaded Suspect; |
| Section 3-01/030.72 | Sexual Harassment and Retaliation Policy. |
| Section 3-01/121.00 | Policy of Equality and its subsections to be determined by the County |
| Section 3-01/122.00 | Policy of Equality – Procedures and its subsections to be determined by the County |

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature _____ Date _____

**STATEMENT OF WORK
ATTACHMENT B2-C
LIFE SKILLS COURSES**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES**
(False information on this application is subject to immediate dismissal)

ATTACHMENT

Signature: _____ Date: _____

APPENDIX C

INTENTIONALLY OMITTED

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

APPENDIX D

REQUIRED FORMS

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

**APPENDIX D
TABLE OF CONTENTS
REQUIRED FORMS**

Exhibits

BUSINESS FORMS

- 1 BIDDER'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 BIDDER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW
PARTICIPANTS
- 10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM -
CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- 11 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 12 CERTIFICATE OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM
- 13 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM
- 14 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &
ACKNOWLEDGEMENT OF IFB RESTRICTIONS
- 15 BID SHEET FOR CAREER TECHNICAL EDUCATION COURSES
- 16 BID SHEET FOR LIFE SKILLS COURSES

REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in an Agreement.

1. If your firm is a corporation or a 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.

REQUIRED FORMS - EXHIBIT 1

BIDDER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 – Bidder’s Minimum Mandatory Requirements, of this Invitation for Bids, as listed below.

Check the appropriate boxes:

Yes **No** Bidders of Career Technical Education Courses shall confirm they can provide the following number of instructors and Career Technical Education Courses:

Number of Instructors	Career Technical Education Course
1	Bicycle Repair
2	Commercial Construction
4	Commercial Painting
2	Commercial Printing
2	Computer Technology
2	Culinary Arts
1	Custodial Building Maintenance
1	Embroidery
1	Farming
2	Landscaping
1	Masonry
1	Pet Grooming
1	Recycling
2	Sewing
1	Welding
1	Woodworking

Yes **No** Bidders of Life Skills Courses shall confirm they can provide the following number of instructors and Life Skills Courses:

Number of Instructors	Life Skills Course
5	Parenting, Anger Management, Addictions, and Relationships
1	Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language
3	Financial Literacy/Budgeting
3	Resume Writing/Interviewing Skills

REQUIRED FORMS - EXHIBIT 1

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Number of Instructors	Life Skills Course
4	Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation

- Yes** **No** Bidder's instructors must meet the minimum qualifications as stated in Attachment B-1, Instructor Duties and Minimum Qualifications for Career Technical Education Courses, of Appendix B-1, Statement of Work B-1, and/or Attachment B-2, Instructor Duties and Minimum Qualifications for Life Skills Courses, of Appendix B-2, Statement of Work B-2, as applicable. Submit supporting documents to verify credentials, certifications, and proof of experience, as required.

- Yes** **No** Bidders of Career Technical Education Courses must be Regionally Accredited by Western Association of Schools and Colleges (WASC). Submit supporting documents to verify requirement.

- Yes** **No** Bidders of Career Technical Education Courses and Life Skills Courses must have two (2) years prior experience working inside a custody environment or experience working with ex-offenders.

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

Bidder's Name:

Address:

e-mail address: _____ Telephone number: _____

Fax number: _____

REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

On behalf of _____ (Bidder's name), I _____
(Name of Bidder's authorized representative), certify that the information contained in this Bidder'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

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List Three (3) References, from different entities, where the same or similar scope of services were provided.

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.

REQUIRED FORMS - EXHIBIT 3
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.

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:		

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 bids 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.

Bidder Name

Bidder Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder 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 Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS – EXHIBIT 7

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

INSTRUCTIONS: All bidders responding to this solicitation must complete and return this form for proper consideration of the 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 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: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 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.

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

**REQUIRED FORMS - EXHIBIT 8
BIDDER'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 Bidder 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. Bidder has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Bidder 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)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder 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, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders unable to meet this requirement shall not be considered for Agreement award.

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

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Bidder 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 Bidder is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Bidder Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

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 Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, 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 Bidder 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:

REQUIRED FORMS - EXHIBIT 11
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)

REQUIRED FORMS - EXHIBIT 12

**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: _____

**REQUIRED FORMS - EXHIBIT 13
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

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	APPROVE D	DISAPPRO VED	DATE

REQUIRED FORMS - EXHIBIT 14

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

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

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT 15

BID SHEET FOR CAREER TECHNICAL EDUCATION COURSES

YEAR ONE – BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

YEAR TWO – BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

REQUIRED FORMS - EXHIBIT 15

BID SHEET FOR CAREER TECHNICAL EDUCATION COURSES

YEAR THREE – BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

YEAR FOUR – BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

REQUIRED FORMS - EXHIBIT 15

BID SHEET FOR CAREER TECHNICAL EDUCATION COURSES

YEAR FIVE – BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

YEAR SIX - BID SHEET	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Bicycle Repair	
Commercial Construction	
Commercial Painting	
Commercial Printing	
Computer Technology	
Culinary Arts	
Custodial Building Maintenance	
Embroidery	
Farming	
Landscaping	
Masonry	
Pet Grooming	
Recycling	
Sewing	
Welding	
Woodworking	

REQUIRED FORMS EXHIBIT 16

BID SHEET FOR LIFE SKILLS COURSE

YEAR ONE – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

YEAR TWO – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

REQUIRED FORMS EXHIBIT 16

BID SHEET FOR LIFE SKILLS COURSE

YEAR THREE – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

YEAR FOUR – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

REQUIRED FORMS EXHIBIT 16

BID SHEET FOR LIFE SKILLS COURSE

YEAR FIVE – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

YEAR SIX – BID SHEET	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	
Financial Literacy/Budgeting	
Resume Writing/Interviewing Skills	
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

- Application of **Minimum Requirements**
- 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, Bidder 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 Bidder: _____	

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

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.

APPENDIX G

JURY SERVICE ORDINANCE

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
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)

APPENDIX H

**LINK TO LISTING OF CONTRACTORS
DEBARRED IN
LOS ANGELES COUNTY**

**CAREER TECHNICAL EDUCATION COURSES
AND/OR
LIFE SKILLS COURSES**

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

APPENDIX I

IRS NOTICE 1015

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

IRS NOTICE 1015

Latest version is available from IRS website At:
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than \$50,270 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, 2013.

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 2012 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 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

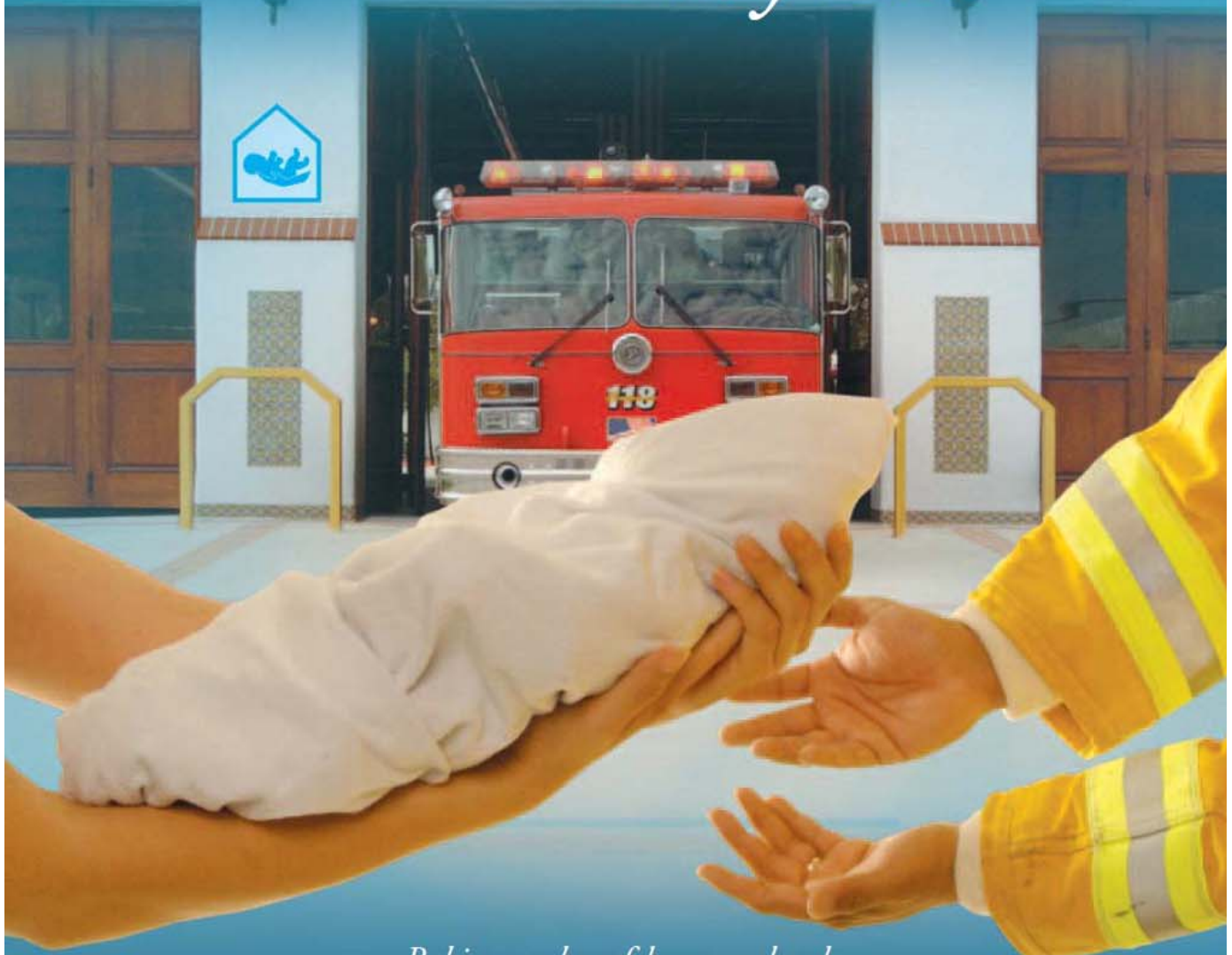
Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

APPENDIX J

SAFELY SURRENDERED BABY LAW

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

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.

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no 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?

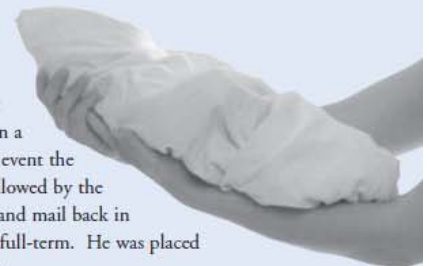
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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.



APPENDIX K

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

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.

APPENDIX L

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CAREER TECHNICAL EDUCATION COURSES AND/OR LIFE SKILLS COURSES

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
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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,

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

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

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

2.206.070 Enforcement and remedies.

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

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

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

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

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)