

APPENDIX A - REQUIRED FORMS

Forms

- 1) Organization Questionnaire/Affidavit
 - 1a) Community Business Enterprise (CBE) Information
- 2) Certification of No Conflict of Interest
- 3) Prospective Contractor's Equal Employment Opportunity Certification
- 4) Familiarity with the County Lobbyist Ordinance Certification
- 5) Prospective Contractor's List of Contracts
- 6) Prospective Contractor's List of Terminated Contracts
- 7) Attestation of Willingness to Consider GAIN/GROW Participants
- 8) County of Los Angeles Contractor Employee Jury Service Program Certification and Application for Exception
- 9) Charitable Contributions Certification
- 10) Offer to Perform All Required Services and Acceptance of Master Contract Terms and Conditions
- 11) Prospective Contractor's involvement in litigation and/ or contract Compliance Difficulties
- 12) Certification of Fiscal Compliance
- 13) Certification of Ownership and Financial Interest
- 14) Revenue Disclosures
- 15) Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders
- 16) Contractor's Certification of Compliance with All Federal and State Employment Reporting Requirements
- 17) Intentionally Left Blank
- 18) Contractor Acknowledgement and Confidentiality Agreement
- 19) List of Names of Current Members of Board of Directors and Other Agencies (if applicable)
- 20) Service Delivery Sites
- 21) Contractor's Administration
- 22) Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 23) Confidentiality of Criminal Offender Record Information
- 24) Contractor's Certification of Compliance with Background and Security Investigation.
- 25) Intentionally Left Blank
- 26) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 27) Contractor's Compliance with Encryption Requirements
- 28) Zero Tolerance Human Trafficking Policy Certification
- 29) Information Security and Privacy requirements
- 30) Compliance with fair chance employment hiring practice certification
- 31) Vendor Cyber Risk Assessment
- 32) List of References
- 33) Contribution and Agent Declaration Form

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT FORM 1

Organization's Name:	County WebVen Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Secretary of State. Entity Number (if registered in different state, please note):
<p>This statement of qualifications is submitted for the following programs:</p> <p>Check the appropriate boxes:</p> <p><input type="checkbox"/> Foster Family Agency (FFA)</p> <p><input type="checkbox"/> Foster Family Agency-Emergency Shelter Care (FFA-ESC)</p> <p><input type="checkbox"/> Short Term Residential Therapeutic Program (STRTP)</p> <p><input type="checkbox"/> Intensive Services Foster Care-FFA Serious Emotional Behavior Needs (ISFC-SEBN)</p> <p><input type="checkbox"/> Intensive Services Foster Care-FFA Special Health Care Needs (ISFC-SHCN)</p> <p><input type="checkbox"/> Intensive Services Foster Care-FFA Serious Emotional Behavior Needs for Children affected by Sexual Exploitation (ISFC-SEBN CSE)</p>	
<p>If your organization is a non-profit corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:</p> <p>Name:</p> <p>State:</p> <p>Year:</p>	
<p>If your organization is doing business under one or more fictitious name statement DBA's, please list all DBA's and the County(s) of registration:</p> <p>Name:</p> <p>County of Registration:</p> <p>Year:</p>	
<p>Is your organization wholly or majority owned by, or a subsidiary of, another agency/non-profit corporation?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If yes, Name of parent organization:</p> <p>State of incorporation or registration of parent organization:</p>	
<p>Please list any other names your organization has done business as within the last five (5) years.</p> <p>Name:</p> <p>Year:</p>	

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

Please list the name and facility license number of any and all Facilities licensed by the CA CDSS CCLD that the prospective Contractor's Principal Employees (and all Managers) and all Consultants have worked at, or been associated, or volunteered, or worked as a consultant or Independent Contractor or Vendor for the past 7 years.

S01C3 Name:

Facility Name:

Facility Address:

Facility License Number:

Position title or Roll:

Dates associated of Employed, or Contracted:

Prospective Contractor must acknowledge and certify that it meets and will comply with all the below. Prospective Contractor must also complete and sign all the Required Forms listed below.

No.	FORM	REFERENCE	STATUS
1	Organization Questionnaire/Affidavit		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
1a	Community Business Enterprise (CBE) Information		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Certification of No Conflict of Interest	LACC 2.180	Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Prospective Contractor's Equal Employment Opportunity Certification		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Prospective Contractor's List of Contracts		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
6	Prospective Contractor's List of Terminated Contracts		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
7	Attestation of Willingness to Consider GAIN/GROW Participants	Board Policy 5.050	Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available

No.	FORM	REFERENCE	STATUS
8	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
9	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable)</p>	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input type="checkbox"/> Vendor 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 Vendor 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.</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
10	Offer to Perform All Required Services and Acceptance of Master Contract Terms and Conditions		<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
11	Prospective Contractor’s involvement in litigation and/ or contract Compliance Difficulties		<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
12	Certification of Fiscal Compliance		<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
13	Certification of Ownership and Financial Interest		<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
14	Revenue Disclosures		<p>Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

No.	FORM	REFERENCE	STATUS
15	Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
16	Contractor's Certification of Compliance with All Federal and State Employment Reporting Requirements		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
17	Intentionally Left Blank		N/A
18	Contractor Acknowledgement and Confidentiality Agreement		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
18(b)	Intentionally Left Blank		N/A
19	List of Names of Current Members of Board of Directors and Other Agencies (if applicable)		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
20	Service Delivery Sites		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
21	Contractor's Administration		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
22	Certification of Compliance with the County's Defaulted Property Tax Reduction Program		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
23	Confidentiality of Criminal Offender Record Information (CORI)		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
24	Contractor's Certification of Compliance with Background and Security Investigation.		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
25	Intentionally Left Blank		N/A
26	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
27	Contractor's Compliance with Encryption Requirements		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
28	Zero Tolerance Policy on Human Trafficking Certification	Motion	Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
29	Information Security and Privacy Requirements		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
30	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
31	Vendor Cyber Risk Assessment		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
32	List of References		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
33	Contribution and Agent Declaration Form		Completed and Submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM MANDATORY QUALIFICATIONS

Prospective Contractor acknowledges and certifies that it meets and will comply with the Minimum Mandatory Qualifications indicated below and as stated in Paragraph 3.0 Minimum Mandatory Qualifications of this Request for Statement of Qualifications. The following qualifications will be evaluated on a Pass or Fail basis.

No.	Minimum Mandatory Qualification (MQ)	Does the Prospective Contract Certify it meets the Minimum Mandatory Qualification?	
2.4.1	Is the Prospective Contractor licensed by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) for each program it is attempting to qualify for and must provide a copy of the license for each program and each site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.2	Does the Prospective Contractor hold an approved Rate from the CDSS Foster Care Rates and Outcomes Bureau for each program it is attempting to qualify, and must provide a copy of their Rate Notification letter for each program and each site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.3	Is the Prospective Contractor organized as a 501 (c)(3) non-profit tax-exempt organization or entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.4	Are the Prospective Contractor's proposed facility(ies) located within Los Angeles County or any of the contiguous counties, which includes Kern, Orange, Riverside, San Bernardino, and Ventura counties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.5	Does the Prospective Contractor have any substantiated non-compliance findings or outstanding Contractor Alert Reporting Database (CARD) findings related to any County, State, Federal, or out-of-state government agency that remain unresolved.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Have any of the Prospective Contractor's Principal Employees or Managers, i.e., its Chief Executive Officer, its Chief Financial Officer, its Corporate Secretary, its Program Administrators, its Directors, Executive Directors, Managers, Facility Managers, Volunteers and Consultants been subject to any administrative proceeding in the past seven (7) years by the CA CDSS CCLD?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

No.	Minimum Mandatory Qualification (MQ)	Does the Prospective Contract Certify it meets the Minimum Mandatory Qualification?	
	Did the Prospective Contractor disclose any such non-compliance findings that can be construed as being unresolved in Appendix A, Required Forms, Form 11, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2.4.6	Is the Prospective Contractor in compliance with applicable laws and regulations pertaining to financial audits, including, but not limited to, the California Government Code Section 12586, the CDSS, Manual of Policies and Procedures, Division 11, Chapter 11-400, Section 11-405 et seq., and the Office of Management and Budget 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, Title 2, Part 1?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.7	<p>Did the Prospective Contractor responding to this RFSQ submit fewer than three (3) Audited Financial Statements and Single Audit Reports reflecting the three (3) most recent fiscal years for which the organization was required to undergo financial and single audits?</p> <p>Did the Prospective Contractor responding to this RFSQ submit fewer than three (3) Audited Financial Statements and Single Audit Reports reflecting the three (3) most recent fiscal years for which the organization was required to undergo financial and single audits?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>2.4.7</p> <p>Any organization that submits fewer than three (3) Fiscal Years of Audited Financial Statements and Single Audit Reports must state why they were exempt from the applicable audit requirements for each corresponding fiscal year. Provide Statement Below.</p>			

No.	Minimum Mandatory Qualification (MQ)	Does the Prospective Contract Certify it meets the Minimum Mandatory Qualification?	
	<ul style="list-style-type: none"> • Fiscal and Technical Compliance Monitoring, not limited to: • Ad-hoc meetings that may occur monthly or more often as needed, • Compliance performance monitoring beginning 120 days after the first County of Los Angeles placement or acceptance into Foster Care Placement Program or Treatment Services: • enhanced fiscal monitoring, • technical assistance, • training, • demonstrate the ability to implement immediate corrective action to resolve deficiencies, and fiscal reports using the FC 32 form issued by the California Department of Social Services. 	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4.13	<p>Has the Prospective Contractor's compliance with a County contract been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years?</p> <ul style="list-style-type: none"> • Did the Prospective Contractor have unresolved questioned costs identified by the A-C, in an amount over \$100,000, that were confirmed to be disallowed costs by the contracting County department, and remained unpaid for six months or more from the date of the A-C Report? • Were the Prospective Contractor's unresolved questioned costs identified by the A-C disallowed costs subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County? 	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

No.	Minimum Mandatory Qualification(s) (MQ)	Does the Prospective Contract Certify it meets the Minimum Mandatory Qualification?	
2.4.14	Did the Prospective Contractor explicitly state that they are seeking to qualify their ISFC program because the Organization's principals, partners, or officers personally meet the minimum qualifications from previous organizations as required by paragraph 2.4.10?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

On behalf of _____ (Prospective Contractor's name),
I _____ (Name of Contractor's authorized representative), certify that the information contained in this Contractor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Title

Date

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE			
1		The information requested below is for statistical			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

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 SOQs 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.

Corporation's Legal Name

Print Name and Title of Authorized Person Responsible for the Submission of the SOQ to the County

Signature of Authorized Person Responsible for the Submission of the SOQ to the County

**PROSPECTIVE CONTRACTOR'S EQUAL EMPLOYMENT
OPPORTUNITY 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 Contractor 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. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature of Authorized Person Responsible for
Submission of the SOQ to the County

Date

Name and Title of Authorized Person Responsible for Submission of the SOQ to the County.

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Contractor certifies that:

- 1) the Contractor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) all persons acting on behalf of the Contractor's organization have and will comply with it during the RFSQ process; and
- 3) the Contractor is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Print Name and Title of the Authorized Person Responsible for the Submission of the SOQ to the County

Signature of the Authorized Person Responsible for the Submission of the SOQ to the County

Date

PROSPECTIVE CONTRACTOR’S LIST OF CONTRACTS

Contractor’s Name: _____

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

1. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service	Dollar Amount	
2. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service	Dollar Amount	
3. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service	Dollar Amount	
4. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service	Dollar Amount	
5. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service	Dollar Amount	

PROSPECTIVE CONTRACTOR’S LIST OF TERMINATED CONTRACTS

Contractor’s Name: _____

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

1. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Reason for Termination:			
2. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Reason for Termination:			
3. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Reason for Termination:			
4. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Reason for Termination:			
5. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Reason for Termination:			

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

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

YES (subject to verification by County) NO

B. Contractor is willing to provide DPSS with all job openings and job requirements 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 Contractor is willing to interview qualified GAIN/GROW participants:

YES NO

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

YES NO N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Phone Number: _____

Email Address: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION 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 Contractors, 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:

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.

- Bidder 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 Bidder 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

- Bidder 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 of the Authorized Person responsible for
Submission of the SOQ to the County

Date

Name and Title of the Signer (please print)

**OFFER TO PERFORM ALL REQUIRED SERVICES
AND
ACCEPTANCE OF MASTER CONTRACT TERMS AND CONDITIONS**

_____ (Contractor's Legal Name) hereby offers to perform foster care placement services consists of:

- Foster Family Agency
- Short-Term Residential Therapeutic Programs

under all the terms and conditions specified in the Master Contract and attached Exhibits included therein.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

**PROSPECTIVE CONTRACTOR'S INVOLVEMENT IN LITIGATION
AND/OR CONTRACT COMPLIANCE DIFFICULTIES**

(Legal Name of Agency)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the Contractor's ability to perform the contract's services, if any. The County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to declare the contract void, if false or incorrect information is submitted by the Contractor.

- a. Has the Prospective Contractor been involved in any litigation? Please include past and present litigation. YES [] NO []
- b. Has anyone on the Board of Directors, or employed by the Prospective Contractor as a CEO, President, Executive Director, or other Administrative Officer currently, or within the past seven (7) years, been involved in litigation related to the administration and operation of the Prospective Contractors business as a Foster Family Agency? YES [] NO []
- c. Are any of the Prospective Contractor's staff members unable to be bonded? YES [] NO []
- d. Have there been unfavorable rulings by any Government funding source against the Prospective Contractor for improper activities/ conduct or contract compliance deficiencies? YES [] NO []
- e. Has the Prospective Contractor or any members of its Board of Directors or employees ever had public or foundation funds withheld? YES [] NO []
- f. Has the Prospective Contractor or any Board members, or employees refused to participate in any fiscal audit or review requested by a government agency or funding source? YES [] NO []
- g. Has the Prospective Contractor or any Board members, or employees been involved in any litigation involving the prospective Contractor or any principal officers thereof, in connection with any contract within the past (7) years? YES [] NO []

EXPLANATION (Please use a separate sheet of paper to detail any question answered yes. Please label each page with the question that was answered with a yes. You may submit additional pages as required).

Print Name and Title of the Person authorized by the Board to bind Contractor in a Contract with the County.

Authorized Signature of the Person authorized by the Board to bind Contractor in a Contract with the County.

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Contractor utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Contractor's last three (3) independent financial auditor's report and financial statements, a copy of the organization's current IRS Form 941 and EDD Form DE-9 filings plus all management letters or reports on internal accounting procedures are included in the SUBMISSION.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Prospective Contractor must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____

If yes, provide name of organization or person and the following information:

Print Name and Title

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

Prospective Contractor must declare whether it has Financial Interest in any other business.

Yes _____ No _____

If yes, provide name of business:

Print Legal Name of Business

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

REVENUE DISCLOSURES

Legal Name of Agency

Yes, there are commitments (please list below).

No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of the Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County.

Date

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE
WITH CHILD, SPOUSAL, AND FAMILY SUPPORT ORDERS**

_____ do hereby certify that our
(Name of Prospective Contractor)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination, if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

CONTRACTOR’S CERTIFICATION OF COMPLIANCE WITH ALL FEDERAL AND STATE EMPLOYMENT REPORTING REQUIREMENTS

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination, if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

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CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master 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 contract 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 Master 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 work under the above-referenced Master 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 contractors 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 Master 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 Master 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 Contractors is provided to the Contractor and Contractor's Staff 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: _____

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REQUIRED FORM – FORM 19

LIST OF NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS AND OTHER AGENCIES (if applicable)

Legal Name of Agency: _____

FIRST NAME	LAST NAME	BUSINESS ADDRESS	BUSINESS PHONE NUMBER	EMAIL ADDRESS	OTHER AGENCIES*

*List the name of the other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of the Principal Owner, Officer, or Manager authorized to bind the Contractor in a Contract with the County

Authorized signature of the Principal Owner, Officer, or Manager authorized to bind the Contractor in a Contract with the County

Date

SERVICE DELIVERY SITES

Type of program (Check one): Foster Family Agency (FFA)
 Short-Term Residential Therapeutic Programs (STRTP)

Administrative Office/Headquarters

AGENCY NAME	AGENCY CORPORATE ADDRESS	AGENCY CONTACT PERSON	TELEPHONE NUMBER/ EMAIL ADDRESS
			Tel. No.:
			Email:

Name of FFA Director: _____ Name of STRTP Administrator _____

Licensed Facilities Included in this Contract

FACILITY NAME	YOUTH SERVED (DCFS, Probation, or Dually Supervised)	Number of Contracted Beds	FACILITY ADDRESS	FACILITY MANAGER NAME	TELEPHONE NUMBER/ EMAIL ADDRESS
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
			Email:		
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
			Email:		
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
			Email:		
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
			Email:		

(Submit a separate Form 20 for each type of program, e.g. FFA, or STRTP,). Use additional sheets if necessary.

SERVICE DELIVERY SITES

Yes No

Are any of the facilities listed above on County owned or County Leased property? If yes, please provide an explanation:

Yes No

Do any of your agency's Board members or employees, or members of their immediate families own any property leased or rented by your agency? If yes, please provide an explanation.

On behalf of _____ (Contractor's name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Service Delivery Sites – Form #20 is true and correct to the best of my information and belief.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

Organization Name: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

DCFS Contracts Administration Division
Attn: Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified SOI will be submitted to DCFS Contracts Administration Division at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

**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: _____

OPTIONAL: use if Probation youth will be served, remove if not

CONFIDENTIALITY OF CRIMINAL OFFENDER RECORD INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
BACKGROUND AND SECURITY INVESTIGATIONS**

_____ do hereby certify that our
(Name of Prospective Contractor)

organization complies with and completes all criminal clearances including arranging to receive subsequent arrest notifications and background checks on all staff, employees, independent contractors, and volunteers as well as all Subcontractors' staff and volunteers, prior to beginning and continuing work under this contract. Such background investigation may include, but shall not limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

Our organization further agrees not to engage or continue to engage the employees or volunteers on contract services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault, and lewd and lascivious acts.

We understand that failure to comply with the Background and Security Investigations provisions will constitute a material breach and be considered an event of default under the contract, which shall subject the contract to termination if such default is not cured within 3 days.

In compliance with the False Claims Act (31 U.S.C. §3729-3733), I certify that all the information on this form is true and correct.

_____ (Signature), Title _____ Date: _____

_____ (Signature), Title _____ Date: _____

_____ Print Name of authorized signer, Chief Executive Officer or Chief Financial Officer, or Authorized Treasurer or other Authorized signed of the Board of Directors

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REQUIRED FORMS – FORM 26

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(45 C.F.R. PART 76)

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

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

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

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

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

Signature

Name

Date

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200**, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

**DOCUMENTATION
AVAILABLE**

COMPLIANCE QUESTIONS

	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Agency Name

Name of the Authorized Person Responsible for Submission of the SOQ

Authorized Person Official Title

Authorized Person Official's Signature

REQUIRED FORMS – FORM 28

ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION

Agency Name:		
Agency Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Prospective Contractor acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that Contractor or a member of his staff performing work under the proposed Contract will be in compliance. Prospective Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any SOQ, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

INFORMATION SECURITY AND PRIVACY

County's Information Assets are essential to the continued operation of the County and Department and must be protected in a manner commensurate with its sensitivity, value, and criticality. It is the responsibility of the Contractor to adhere and implement the required measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County Confidential Information (electronic and hard copy and in any form, format or medium, in-transit and at-rest) from unauthorized disclosure, modification, or destruction, and shall safeguard them to the extent permitted by law.

Information Security and Privacy provisions and requirements extends to all subcontractors, agents, individuals, entities, and/or organization operating on behalf of the Contractor that handle (e.g., access, view, transport, transmit, store) County Information Assets to perform work under this Agreement.

Confidential Information: County requires its contractors, subcontractors, and agents to keep confidential all data, records and information (electronic and hard copy, in-transit and at-rest, and in any form, format or medium) which are designated or marked as Confidential Information as prescribed herein. The parties agree, to implement proper and sufficient administrative, technical, and physical safeguards to protect Confidential Information, and comply with legal and County mandates as applicable. Confidential Information includes information which is exempt from public disclosure in specific legislation or which is identified as personal, sensitive, or confidential such as personally identifiable information (PII), individually identifiable health information (PHI), medical records (MI), employment and education records, and non-public information as specified in all applicable federal, State and local laws and regulations. In general, any data and information that is exempt from public disclosure under either federal, State, local laws and County policies is confidential. If the receiving party is required to produce the data by law, court order, or governmental authority, the disclosing party must be promptly notified of such obligation.

The parties shall: (a) use Confidential Information, as set forth in this Contract and otherwise for the purposes or projects approved by the County; (b) ensure individual anonymity and adhere to the mandates for confidentiality; (c) not disclose or disseminate any Confidential Information including Personally Identifiable Information (PII), Protected Health Information (PHI) and Medical Information (MI) to the public; (d) implement reasonable and adequate measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County Confidential Information (electronic and hard copy); and (e) implement reasonable and necessary measures to timely identify, detect, protect, respond, mitigate, and prevent against any (intentional or accidental) unauthorized acquisition, access, use, modification, disclosure, loss or damage of County Confidential Information by any cause (manmade and natural); and (f) Comply, as applicable, with federal, State, local, and County data and information protection rules, laws, regulations, mandates, ordinances, standards, best practices, guidelines, directives, policies and procedures including but not limited to the California Public Records Act, First Amendment, privacy laws, the California Education Code, California Information Practices Act of 1977, the Federal Privacy Act of 1974, and the Federal

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

Data Classification		Public	Internal Use	Confidential	Restricted
Record Volume Estimated Number of Records of Each Classification	None (No records in this classification) Low (less than 10,000 records) Moderate (10,000 to 250,000 records) High (250,000 to 1,000,000 records) Very High (More than 1,000,000 records)				

Organization		If "No" Explain
	Will your organization sign a contract for services?	
	Does your organization have an Information Security officer or an executive level individual responsible for ensuring the organizations information security?	
	Does your organization have a privacy officer or an executive level individual responsible for ensuring the organizations information privacy practices?	
	Does your organization have a privacy program?	
	Are your privacy policies made available for anyone that is interested in reviewing them, such as posted on your organizational website?	
	Does your organization have clearly defined processes to report a breach of PII, PHI or other sensitive and/or confidential information?	
	Are all employees familiar with the process of reporting a breach of PII, PHI or other sensitive and/or confidential information?	

NIST CSF Factors

Function and Category	Question	Response	Partial %	Briefly Explain
Asset Management: The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	1 Are all devices on the network inventoried so that only authorized devices are given access?			
	2 Are all devices on the network centrally managed in some fashion allowing device administration?			
	3 Are unauthorized devices prevented from gaining access?			
	4 Is all software and software platforms on the network inventoried?			
	5 Do you have a list of authorized software?			
	6 Is all software on the network actively managed so that only authorized software is installed and allowed to execute?			
	7 Do you have an exception process to allow software that is not generally authorized to execute?			
	8 Do you protect information differently based on its relative value and important to the organization?			
	9 Do you protect information differently based on its sensitivity classification?			
	10 Are all organizational communication and data flows mapped?			
	11 Are all external information systems catalogued (SaaS, PaaS, etc.)?			
	12 Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value.			
	13 Are cybersecurity roles and responsibilities for the entire workforce established and documented?			
	14 Are cybersecurity roles and responsibilities enforced for the entire workforce?			
	15 Are cybersecurity roles and responsibilities for third-party stakeholders (e.g., suppliers, customers, partners) established and documented?			
	16 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners defined in contract language?			
	17 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners enforced?			
Business Environment: The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform	18 Has the organization's role in the supply chain been identified and communicated to appropriate staff?			
	19 Do policies and procedures reflect what your industry considers prudent and reasonable?			
	20 Are your policies and applicable procedures communicated to appropriate staff?			
	21 Are your policies and applicable procedures communicated to third-party stakeholders (e.g., suppliers, customers, partners) as appropriate to the relationship?			
	22 Is the organization's place in critical infrastructure and its industry sector identified in the policies and procedures associated with the organization's protection of its critical infrastructure?			

Identify

<p>information is used to inform cybersecurity roles, responsibilities, and risk management decisions.</p>	23	Are the priorities for organizational mission, objectives, and activities established and communicated to all applicable stakeholders?				
	24	Are critical functions and their dependencies for delivery of critical services identified and documented?				
	25	Are resilience requirements to support delivery of critical services documented in a continuity management plan?				
	<p>Governance: The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.</p>	26	Are organizational information security policies established?			
		27	Are organizational information privacy policies established?			
		28	Are information security roles and responsibilities incorporated into staff position descriptions?			
		29	Are information security roles and responsibilities incorporated into third-party stakeholder (e.g., suppliers, partners) contracts?			
		30	Are legal and regulatory cybersecurity requirements understood and satisfied? (i.e. privacy, data breach notification laws, PCI, HIPAA, GLBA, FRPA, FISM, etc.)			
		31	Are all the necessary organizational <u>governance</u> components (people, processes, and technologies) in place to address cybersecurity risks?			
		32	Are all the necessary organizational <u>risk management</u> components (people, processes, and technologies) in place to address cybersecurity risks?			
	<p>Risk Management Strategy: The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	33	Do you have a risk management program?			
		34	Do your organizational stakeholders actively participate in risk management?			
		35	Do you know your organizations risk tolerance?			
		36	Is the organization's determination of risk tolerance informed by its industry?			
	<p>Risk Assessment: The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	37	Does your Risk Assessment methodology identify and document vulnerabilities focusing on physical assets related to information processing?			
		38	Does your Risk Assessment methodology identify and document vulnerabilities focusing on logical assets related to information processing?			
		39	Is threat and vulnerability information received from information sharing forums and sources?			
		40	Are threats to information assets from internal sources identified, documented, and reviewed?			
		41	Are threats to information assets from external sources identified, documented, and reviewed?			
		42	Does your Risk Assessment methodology identify the likelihood that a given threat could take advantage of a vulnerability?			
		43	In your Risk Assessment methodology are potential business impacts evaluated?			
		44	Are you using a structured risk determination process incorporating threats, vulnerabilities, likelihoods, and impacts?			
		45	Once identified are risk responses identified and prioritized?			
	<p>Supply Chain Risk Management: The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	46	Are cyber supply chain risk management processes identified, established, assessed, managed, and agreed to by organizational stakeholders?			
		47	Are suppliers and third party partners of information systems, components, and services identified, prioritized, and assessed using a cyber supply chain risk assessment process?			
		48	Are contracts with suppliers and third-party partners used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan?			
		49	Are suppliers and third-party partners routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations?			
		50	Are response and recovery planning and testing conducted with suppliers and third-party providers?			
	<p>Identity Management, Authentication and Access Control: Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized</p>	51	Are logical identities and credentials managed for authorized users?			
		52	Are logical identities and credentials managed for authorized devices and/or service accounts?			
		53	Is access to physical facilities where information assets are located managed for authorized individuals?			
		54	Is remote access to digital assets managed and protected?			
		55	Are logical access permissions managed incorporating the principle of least privilege?			
56		Are logical access permissions managed incorporating the principle of separation of duties?				
57		Are physical access permissions managed by incorporating the principle of least privilege?				
58		Are physical access permissions managed by incorporating the principle of separation of duties?				
59		Is network integrity protected by incorporating network segregation where ever appropriate?				

Protect

<p>activities and transactions.</p>	60	is proof of identity of users is established and bound to authentication credentials?				
	61	Are users, devices, and other assets authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks)?				
	62	Are all users are informed and trained on topics of Information Security?				
	<p>Awareness and Training: The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	63	Do users with privileged or elevated access understand their roles and responsibilities regarding information security			
		64	Do third-party stakeholders, suppliers, customers, and/or partners thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		65	Do senior executives thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		66	Do information security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		67	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		68	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect protection of facilities from physical threats, vulnerabilities and risks?			
		<p>Data Security: Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	69	Is data at rest protected appropriate to its sensitivity?		
	70		Is data in transit protected appropriate to its sensitivity?			
	71		Are digital assets (data/information/software) formally managed throughout its life cycle?			
	72		Are physical information assets (hardware) formally managed throughout their life cycle?			
	73		Do you conduct capacity management of all critical systems to ensure availability?			
	74		Are protections and access controls in place to protect against data leakage?			
	75		Are integrity checking mechanisms such as digital signatures and hash verification used to verify software, firmware, and information integrity?			
	76		Are development and testing environments separate from production environments?			
	77		Are integrity checking mechanisms used to verify the integrity of hardware?			
	<p>Information Protection Processes and Procedures: Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	78	Are baseline configurations and hardening measures for information technology systems (workstations, servers, infrastructure) created and maintained?			
		79	Are baseline configurations and hardening measures for industrial control systems created and maintained?			
		80	Is a Development Life Cycle implemented to manage enterprise systems such as ERP, email, HR, or Finance (hardware, software, infrastructure, documentation)?			
		81	Is a Software Development Life Cycle implemented to manage in-house developed applications?			
		82	Is an Acquisition Life Cycle implemented to manage COTS software?			
		83	Is an Acquisition Life Cycle implemented to manage PaaS and SaaS?			
		84	Do you have a change management process?			
		85	Do you perform backups of all systems regularly?			
		86	Do you regularly test backup media for accuracy and effectiveness?			
		87	Does the physical access to centrally stored (data center/closet) information assets meet applicable policy and/or regulation?			
		88	Does the physical access to distributed (workstations) information assets meet applicable policy and/or regulation?			
		89	Does the physical operating environment protect assets according to applicable policy and/or regulation?			
		90	Is data destroyed as required and following appropriate destruction process and timeframes?			
		91	Do you continuously review and improve protection processes and procedures?			
		92	Is the effectiveness of protection technologies shared with appropriate parties to improve the information security program?			
		93	Are Incident Response plan(s) in place and managed?			
		94	Are Incident Recovery plan(s) in place and managed?			
		95	Are Business Continuity plan(s) in place and managed?			
		96	Are Disaster Recovery plan(s) in place and managed?			
		97	Are response and recovery plans regularly reviewed and revised?			
		98	Are response and recovery plans regularly tested?			
		99	Do human resources practices include cyber security concerns such as screening, onboarding and de-provisioning?			

		100	Is cybersecurity education and awareness provided to workforce members and appropriately targeted by role within the organization?				
		101	Do you have an effective vulnerability management strategy?				
	Maintenance: Maintenance and repairs of industrial control and information system components is performed consistent with policies and procedures.	102	Is the maintenance and repair of information assets performed in a timely manner by authorize individuals following manufacturer specifications?				
		103	Are accurate records of maintenance and repair of information assets kept?				
		104	Is the maintenance and repair of information assets performed and using approved and controlled software?				
		105	Is remote maintenance and repair of information assets approved and performed in a manner that prevents unauthorized access?				
		106	Are accurate records of remote maintenance and repair of information assets kept?				
	Protective Technology: Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	107	Are audit logs retained in accordance established procedure?				
		108	Are audit logs regularly reviewed in accordance established procedure?				
		109	Are paper records protected and restricted according established procedure?				
		110	Is removable media such as flash drives protected and restricted according to established procedure?				
		111	Is information on mobile devices protected and restricted according to established procedure?				
		112	The principle of least privileged is incorporated in the access control of systems and assets.				
		113	The principle of least functionality is incorporated in the access to systems and assets.				
		114	is the network managed and controlled to protect information in systems and applications?				
115		Are mechanisms such as fail-safes, load balancing, hot swap implemented to achieve resilience requirements during normal and adverse situations?					
Detect	Anomalies and Events: Anomalous activity is detected in a timely manner and the potential impact of events is understood.	116	Is a baseline of network operations and expected data flows for users and systems established and managed to identify anomalous activities?				
		117	Are detected events analyzed and researched to understand attack targets and methods?				
		118	Is event data aggregated and correlated from multiple sources and sensors using systems such as SIEM, IDS/IPS, log review and endpoint events?				
		119	When detected, Is the impact of events from anomalous activity proactively determined and managed?				
		120	Are incident alert thresholds established and managed in order to detect anomalous activity?				
	Security Continuous Monitoring: The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures.	121	Are incident alert thresholds established and managed to minimize false positives and negatives?				
		122	Is the network monitored to detect potential cybersecurity events?				
		123	Is the physical access controls incorporated into procedures, where appropriate, detect potential cybersecurity events?				
		124	Is user activity monitored to detect potential cybersecurity events?				
		125	Are people, processes and technologies in place to detect malicious code?				
		126	Are appropriate systems in place to detect unauthorized mobile code?				
		127	Is external service provider activity monitored to detect potential cybersecurity events?				
		128	Is monitoring performed to detect unauthorized users?				
	Detection Processes: Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	129	Is monitoring performed to detect unauthorized externa network or system connections?				
		130	Is monitoring performed to detect unauthorized devices connecting to the network?				
		131	Is monitoring performed to detect unauthorized software?				
		132	Are vulnerability scans performed regularly?				
133		Are roles and responsibilities for detection well defined to ensure accountability?					
	134	Do detection activities comply with all applicable legal, regularity, and/or customer requirements?					
	135	Are detection processes and or procedures regularly tested?					
	136	Is event detection information communicated to appropriate internal and external parties?					
	137	Are detection processes regularly reviewed and improved?					
		Response Planning: Response processes and procedures are executed and maintained, to ensure timely response to detected cybersecurity events.	138	Are response plans executed at the time of an event?			
139			Do personnel know their roles and what they should do when a response is needed?				
Communications: Response activities are coordinated with internal and external stakeholders, as appropriate,		140	Does everyone within the organization know how, when and to whom to report an event?				
		141	Is information shared with internal parties consistent with the response plans?				
		142	Is information shared with external parties consistent with the response plans?				

Respond	to include external support from law enforcement agencies.	143	Does coordination with stakeholders occur and is it consistent with response plans?			
		144	Does voluntary information sharing occur with external parties to achieve broader cybersecurity situational awareness?			
	Analysis: Analysis is conducted to ensure adequate response and support recovery activities.	145	Are notifications from detection systems monitored, analyzed and investigated?			
		146	Are the impacts of the incidents clearly understood?			
		147	Is forensics performed to determine root cause or preserve management options for sanctions such as prosecution or disciplinary action?			
		148	Are incidents reviewed and categorized?			
		149	Are response plans appropriate to the incident categorization?			
		150	Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal sources (e.g. internal testing, employee notifications, etc.)?			
	Mitigation: Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident.	151	Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from external sources (e.g. security bulletins, security researchers, etc.)?			
		152	Are incidents contained consistent with response plans?			
		153	Are incidents mitigated consistent with response plans?			
	Improvements: Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	154	Are all vulnerabilities mitigated or documented as accepted risks?			
155		Do response plans incorporate lessons learned?				
156		Are response plans reviewed and updated regularly?				
Recover	Recovery Planning: Recovery processes and procedures are executed and maintained to ensure timely restoration of systems or assets affected by cybersecurity events.	157	Are recovery plans executed after an event?			
		158	Do recovery plans incorporate lessons learned?			
	Improvements: Recovery planning and processes are improved by incorporating lessons learned into future activities.	159	Are recovery plans reviewed and updated regularly?			
		160	Are public relations managed to protect the organizations reputation?			
	Communications: Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors.	161	After an event is the organizations reputation analyzed and efforts taken to repair?			
		162	Are recovery activities communicated to appropriate internal stakeholders such as executive and management teams?			

Family Education Rights and Privacy Act of 1974, California Civil Code Section 1798.82, California Penal Code Section 502, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Los Angeles County Board of Supervisors Policy Manual Chapters 3 (3.040 - Records Management and Archive of County Records), 5 (5.200 - Contractor Protection of Electronic County Information) and 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH6INTE.

During the course of this Contract, the parties may provide each other with certain information, data, or materials in writing which the disclosing party has clearly marked or identified in writing as confidential or proprietary in nature or if orally disclosed, reduced to writing by disclosing party within thirty (30) days of disclosure ("Confidential Information"). The receiving party shall receive and hold Confidential Information in confidence and agrees to use its reasonable efforts to prevent disclosure to third parties of Confidential Information in the manner the receiving party treats its own similar information, but in no case less than reasonable care shall be exercised by the receiving party. Except as required by law or with permission from disclosing party, receiving party will not disclose Confidential Information.

The parties shall, as needed, inform all of its officers, employees, and agents engaged in the performance of this Contract of the confidentiality provisions of this Contract. Contractor shall have in place with its officers, employees and agents including subcontractors written agreements having the effect of requiring such individuals to protect and keep Confidential Information confidential and protected.

DATA HOSTING SECURITY

Contractor shall comply with the current Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) security requirements for Contractor hosted services or applications that are included as part of Contractor's solution (<https://cloudsecurityalliance.org/research/ccm/>), and adhere to The National Institute of Standards and Technology (NIST), and/or Information Security Management System Standards 27001 and 27002 promulgated by the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC), as such Standards relate to risk assessment, training and awareness, metrics and reporting, organization and allocation of responsibilities, incident management, and compliance.

ACCESS

Contractor shall implement multi-layered adequate administrative, technical, and physical access control mechanisms and authentication and authorization verification process while enforcing separation of duties on systems and infrastructure handling County data and information, including but not limited to, Multifactor Authentication (MFA) and to constantly monitor, protect, and limit the use and disclosure of information to minimum necessary required to accomplish the purposes described in this Agreement. Access to County data must follow the principle of least privilege and limited to those personnel with a legitimate business justification on need-to-know basis required to perform work under

this Agreement. Access to County data and information shall immediately suspend, terminated, or removed upon business need is fulfilled, upon suspension or termination of employment, contract, or agreement.

SYSTEM ACQUISITION, DEVELOPMENT, AND MAINTENANCE

Contractor shall adopt and implement adequate security and privacy measure (administrative, technical and physical) and provisions and use industry accepted standard and framework for purchase, use, or development of information systems, including application services delivered through public networks. Such measures include but not limited to use of Web Application Firewall (WAF) for all application and system that process County data and information.

VULNERABILITY ASSESSMENT

Contractor shall perform an adequate and comprehensive vulnerability assessment and address all findings prior to final delivery of the product to the County.

AUDIT TRAILS AND LOGGING

The system/application shall chronologically record, log, store and adequately retain all system events, transactions, and user activities and actions consistent with NIST SP 800-92 Guide to Computer Security Log Management (<https://csrc.nist.gov/publications/detail/sp/800-92/final>). At minimum, logs shall include but not limited to, the following:

1. Successful and failed application authentication attempts;
2. Date and time;
3. User or system account associated with an event;
4. Device used (e.g. source and destination IPs, terminal session ID, web browser, etc.)
5. Operating System type and version;
6. log on attempts (successful or unsuccessful);
7. Function(s) performed after logged on;
8. Configuration changes;
9. Account changes (e.g., account creation and deletion, account privilege assignment);
10. Successful/failed; and
11. Use of privileged accounts.

CRYPTOGRAPHY

a. STORAGE OF DATA

Contractor shall adequately secure and encrypt all County's electronic data and information while at storage (e.g., servers, workstations, portable/mobile devices, wearables, tablets, thumb drives, external hard drives, etc.) using Advanced Encryption Standard (AES) with a minimum cipher strength of 256-bit in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b)

National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

b. TRANSFER OF DATA

Data and information shall be transferred and transmitted securely via online methods such as secure file transfer (SFTP) software, encrypted email or using encrypted magnetic or optical media. The Parties shall determine the transfer method appropriate for the Project. All transmitted data and information must be encrypted using the latest stable version of Secure Sockets Layer (SSL)/Transport Layer Security (TLS) with a minimum cipher strength of 128-bit in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

RETURN OF DATA

Upon termination of this Agreement, Contractor must return or thoroughly and irretrievably destroy all County data and information in any form, format or medium. County data and information (electric and hard copy) must be properly purged, cleared, shredded, sanitized or destroyed in fashion that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization. Contractor shall provide proper and satisfactory proof of proper destruction and sanitization of County data and information within ten (10) business days of data destruction.

CERTIFICATION

County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

DISCLOSURE OF SECURITY INCIDENT AND DATA BREACH

The Contractor shall notify the County no later than (48) hours or two business days upon discovery or reasonable belief of any suspected, attempted, successful, or imminent threat of unauthorized electronic or physical access, use, modification, exposure, acquisition, disclosure, compromise, breach, loss or destruction of County data and information; interference with Information Technology operations; or significant violation of County or departmental policy (“Security Incident”). Breach reports shall include, to the extent available, the identification of each individual whose Data has been, or is reasonably believed to have been accessed, viewed, acquired, or disclosed during such

breach. Security incidents that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations may be reported in the aggregate upon written request of County in a manner and frequency mutually acceptable to the Parties. The Parties acknowledge that incidents including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off line, may occur from time to time.

AGREEMENT TO OBEY ALL LAWS

The Parties shall at all times observe, comply with, and perform all obligations hereunder in accordance with all applicable federal, state, county, and local governmental agencies laws, ordinances, codes and regulations that in any manner affect the terms of this Agreement.

CYBER INSURANCE REQUIREMENT

As applicable, contractor will maintain sufficient cyber insurance to cover any and all losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Contractor under or as a result of this Contract. This insurance shall provide sufficient coverage(s) for the Contractor, the County, and affected third parties for the review, repair, notification, remediation and other response to such events, including but not limited to, breaches or similar incidents. The Contractor shall obtain modified coverage(s) as reasonably requested by the County within ten (10) business days of the Contractor's receipt of such request from the County.

Notice to COUNTY related to information security shall be forwarded to COUNTY and also to the DCFS Chief Information Security Officer:

Allen Ohanian
Department of Children and Family Services
Chief Information Security Officer
12440 Imperial Hwy
Norwalk, California 90650
Telephone: (323) 627-9855
Email: aohanian@dcfs.lacounty.gov

**REQUIRED FORMS - FORM 32
LIST OF REFERENCES**

Vendor's Name:

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements stated in the RFSQ (or WOS). Vendor must provide X (department to determine the number of references as indicated in Section A.2) references (for certain types of solicitations, consider requesting references "for completed projects") where the same or similar scope of services was provided.

Proposer may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that **no more than** (enter number) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
Customize according to Solicitation/MMRs:	

REQUIRED FORMS – FORM 33
CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – FORM 33
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name: _____

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s): _____

b) Subsidiaries: _____

c) Related Business Entities: _____

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

**REQUIRED FORMS – FORM 33
CONTRIBUTION AND AGENT DECLARATION FORM**

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any*

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6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

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B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months

Date (contribution made)	Name(of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – FORM 33
CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative) on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature:

Date:

REQUIRED FORMS – FORM 33
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date