



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES
PROCUREMENT FOR SERVICES ENTITLED:**

**REQUEST FOR PROPOSALS
ELDERLY NUTRITION PROGRAM SERVICES
AAA/ARPA-ENP-2223 RFP**

Solicitation Release Date: Thursday, April 14, 2022

Mandatory Proposers' Conference: Tuesday, April 26, 2022, at 10:00 a.m. PT

Final Proposal Due Date and Time: Monday, May 16, 2022, at 2:00 p.m. PT

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APPENDICES

- A Sample Contract:** A sample of the agreement/contract to be executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services and other work identified in the Statement of Work.
- B Intentionally Omitted.**
- C Intentionally Omitted.**
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Request for Proposals Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to County requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County of Los Angeles policy.
- G Jury Service Ordinance:** Los Angeles County Code Chapter 2.203 (Contractor Employee Jury Service).
- H Listing of Contractors Debarred in Los Angeles County:** A list of contractors who are not allowed to contract with County of Los Angeles for a specific length of time.
- I Internal Revenue Service Notice 1015:** Provides an overview of the Federal Earned Income Credit.
- J Intentionally Omitted**
- K Intentionally Omitted**
- L Intentionally Omitted**
- M Background and Resources - California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with Senate Bill 1262 (Nonprofit Integrity Act of 2004) and identify available resources.
- N Defaulted Property Tax Reduction Program:** Los Angeles County Code Chapter 2.206 (Defaulted Property Tax Reduction Program).
- O Notice of Intent to Submit Proposal:** Form to be completed by potential Proposer (who may be interested in submitting a Proposal) and submitted to County by the date indicated in the solicitation.
- P Service Delivery Data:** Statistical information that reflects County's estimated need for Program Services.

{End of Appendices}

1.0 INTRODUCTION

1.1 Request for Proposals for Elderly Nutrition Program Services

- 1.1.1 County of Los Angeles through its department of Workforce Development, Aging and Community Services (County or WDACS) is issuing this Request for Proposals (RFP), solicitation number AAA/ARPA-ENP-2223 RFP, to solicit responses (Proposals) for Contracts with qualified organizations (Proposers) that can provide the Elderly Nutrition Program (ENP) Services identified in Appendix A (Sample Contract), Exhibit A (Statement of Work) for a full Los Angeles County Region (Region), excluding the City of Los Angeles, which is served by another public/government entity. The total available funding under this RFP is estimated to be \$27.6 million, consisting of \$14.8 million in federal Older Americans Act (OAA) funding and \$12.8 million in federal American Rescue Plan Act (ARPA) funding (as further described herein Subparagraph 2.1.2 (Estimated Funding and Service Delivery)), for ENP Services to be provided Countywide, excluding the City of Los Angeles.
- 1.1.2 Proposals will be accepted from qualified organizations who can provide ENP Services for a full Region (Subparagraph 1.5 (Los Angeles County Regions)). Proposer may submit a Proposal for any number of Regions (i.e., there is no limit to the number of Regions for which Proposer may submit a Proposal). County anticipates awarding at least one (1) Contract for each Region to Successful Proposer who demonstrates that it is responsive, responsible, qualified, and has the capacity to provide Program Services under the requirements of the Contract (Appendix A (Sample Contract)). Proposer must demonstrate its ability to serve (at a minimum) the same units of Services for the Service Categories that are indicated in Appendix P (Service Delivery Data).
- 1.1.3 Proposals shall only be submitted to provide Program Services for current/existing Congregate Meal sites and for Home-Delivered Meal Clients on a current/existing route as indicated in Appendix P (Service Delivery Data). As such, funding is not available for Proposers who are interested in providing Program Services to a new Congregate Meal site and/or provide Program Services to a new Home-Delivered Meal route.
- 1.1.4 In addition to the existing Congregate Meal sites listed in Appendix P (Service Delivery Data), Proposer may identify/make recommendations for a new Congregate Meal site(s) in its Proposal as further described in Subparagraph 7.9.7.16 (Recommendations for Additional Congregate Meal Sites). Recommendations

submitted by Proposer will be collected and used by County for informational purposes and will not be evaluated as part of the procurement process. Submission of any recommendations for additional Congregate Meal sites is strictly voluntary.

- 1.1.5 County reserves the continuing right to add or remove Congregate Meal sites and/or Home-Delivered Meal routes from the list of sites and routes provided in Appendix P (Service Delivery Data). Such right shall continue through the term of the Contract (including all renewal options). Specific requirements for this solicitation are outlined in this document.
- 1.1.6 Since March 2020, the County has allowed for temporary operational changes to its Congregate Meal site(s) as a result of the Governor issuing a stay-at-home order due to the coronavirus pandemic. Pursuant to Appendix A (Sample Contract), Exhibit A (Statement of Work), Subsection 10.18 (Alternative Methods of Service Delivery During an Emergency), certain service delivery changes were made to ensure the safety and well-being of the Clients. For example, the use of a grab-n-go method of prepared meals distributed at congregate meal sites have been allowed. Until such time the pandemic or emergency is lifted, County shall continue using such alternative methods of service delivery.

1.2 Terms and Definitions

- 1.2.1 Titles, captions, and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend, or otherwise describe the scope or any provision of this solicitation.
- 1.2.2 Key terms that are used throughout this document (including its Appendices) have been defined in Appendix A (Sample Contract), Exhibit P (Definitions), unless otherwise stated.
- 1.2.3 **For purposes of this RFP:**
 - 1.2.3.1 The term “Proposer” is used to identify any person, entity, or organization which submits a Proposal in response to this solicitation. As such, while the information provided in this RFP is intended primarily for Proposer, potential Proposers are highly encouraged to review this solicitation document as well.
 - 1.2.3.2 The term “Client” is used to identify an individual who meets the eligibility requirements outlined in Appendix A (Sample Contract), Exhibit A (Statement of Work),

Subsections 10.2.2 (Eligibility for Congregate Meal Services), 10.3.2 (Eligibility for Home-Delivered Meal Services) and 10.5.2 (Eligibility for Telephone Reassurance Services), receives Program Services, and is counted only once (unduplicated) when determining the total number of unduplicated Clients.

- 1.2.3.3 The terms “Contractor”, “Prospective Contractor”, and “Successful Proposer” shall refer to an organization that submits a Proposal in response to this solicitation, successfully passes County’s evaluation/review process, is selected by County to receive a Contract (contingent upon approval by the County of Los Angeles Board of Supervisors (Board of Supervisors)), and is expected to ultimately sign/execute the resulting Contract.

1.3 Background

- 1.3.1 County administers an array of federal, state, and local social service programs for the benefit of Los Angeles County residents. In this capacity, County has been designated by the State funding authority, California Department of Aging (CDA or State), to operate as the Area Agency on Aging for Planning and Service Area 19 (AAA PSA 19), which allows County to provide various program services within the geographic areas of Los Angeles County (excluding the City of Los Angeles, which is served by another public entity). ENP is one of these programs and it is designed to help to ensure the health, dignity, and independence of older individuals by providing quality meals and related services to those who are in greatest need. ENP Services consist of two (2) primary Program Services: Congregate Meal Services; and, Home-Delivered Meal Services, which also includes Telephone Reassurance Services.

1.3.2 Older Americans Act (OAA)

- 1.3.2.1 The Older Americans Act (OAA) of 1965 was enacted on July 14, 1965, to establish various social and nutrition services to benefit the aging older adult population. Today OAA funded services, through WDACS, promote a wide range of community and evidence-based programs that seek to protect our vulnerable older adults in the County by (including but not limited to): performing outreach services; educating older adults on healthy living; removing barriers to employment increasing access to and engagement in vital community and

support groups; and addressing a host of other vital physical, mental, and social issues impacting the overall safety and well-being of the aging population.

1.3.2.2 Specifically, the County is issuing this RFP in part to utilize \$14.8 million in OAA funds for ENP Services to provide quality and nutritious meals for older adults who are in greatest need.

1.3.3 **American Rescue Plan Act (ARPA)**

1.3.3.1 On March 11, 2021, the American Rescue Plan Act (ARPA) Act was signed into law. ARP provides State, local, and Tribal governments with significant resources to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and its economic impacts. ARPA establishes two sources of funding: the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (hereinafter together the "ARPA Funds" or "SLFRF").

1.3.3.2 County has received a direct payment from the ARPA Funds, which may only be used to cover costs incurred to address efforts to mitigate the effects of the COVID-19 public health emergency and its economic impacts in the following areas:

1.3.3.2.1 To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;

1.3.3.2.2 To respond to workers performing essential work during the COVID-19 public health emergency;

1.3.3.2.3 For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or

1.3.3.2.4 To make necessary investments in water, sewer or broadband infrastructure;

1.3.3.3 As part of its response to the COVID-19 emergency, County shall utilize \$12.8 million in ARPA funds to

increase available ENP Services for Fiscal Year 2022-23 as part of County's continuing effort to mitigate the negative economic impact of the public health emergency on eligible individuals, as defined in Appendix A (Sample Contract), Exhibit A (Statement of Work), facing critical nutrition insecurity.

- 1.3.3.4 Proposers may refer to the following websites for additional information about the Coronavirus Local Fiscal Recovery Funds:

ARPA, Local Fiscal Recovery Fund:
[http://uscode.house.gov/view.xhtml?req=\(title:42%20section:803%20edition:prelim\)](http://uscode.house.gov/view.xhtml?req=(title:42%20section:803%20edition:prelim))

Treasury's Interim Final Rule:
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Treasury's FAQs:
<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

2 CFR Part D: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

1.4 Overview of Program Services

- 1.4.1 ENP Services assist individuals aged 60 and older and frail individuals by providing nutritional meal Services designed to maintain and/or improve their physical, psychological, and social well-being. ENP Services include Congregate Meals served to Clients in a group setting at numerous meal sites; Home-Delivered Meals delivered to homebound clients; and, Telephone Reassurance, which provides regular contact and safety checks for homebound Clients. These Services are provided throughout Los Angeles County (excluding the City of Los Angeles, which is served by another public entity).

1.4.2 **Congregate Meal Services include the following Service Categories:**

- 1.4.2.1 American Meals
- 1.4.2.2 Ethnic Meals

1.4.3 **Home-Delivered Meal Services include the following Service Categories:**

- 1.4.3.1 Hot Meals
- 1.4.3.2 Frozen Meals
- 1.4.3.3 Emergency Meals

1.4.4 **Telephone Reassurance Services include the following Service Category:**

- 1.4.4.1 Telephone Calls

1.4.5 In some instances, within this document, specific references are made to Telephone Reassurance Services to highlight these Services. However, in all cases, when a reference is made solely to Home-Delivered Meal Services it shall mean those Home-Delivered Meal Services that include Hot Meals, Frozen Meals, Emergency Meals **and** Telephone Reassurance Services, which include Telephone Calls.

1.5 Los Angeles County Regions

1.5.1 For purposes of tracking Service delivery, County has established geographical boundaries, based on zip codes, which are referred to as Los Angeles County Region(s) (Region(s)). The nine (9) Regions for this procurement include the following:

- 1.5.1.1 Antelope Valley Region
- 1.5.1.2 East Gateway Cities Region
- 1.5.1.3 Mid Gateway Cities Region
- 1.5.1.4 San Fernando Valley Region
- 1.5.1.5 San Gabriel Valley Region
- 1.5.1.6 Santa Clarita Valley Region
- 1.5.1.7 South Bay Region
- 1.5.1.8 West Gateway Cities Region (including Central Los Angeles Region)
- 1.5.1.9 Westside Cities Region

2.0 PURPOSE: CONTRACT FOR ENP SERVICES

2.1 Statement of Work

2.1.1 Contractor shall be expected to implement the requirements outlined in Appendix A (Sample Contract), Exhibit A (Statement of Work) if selected to receive a Contract. At minimum, Contractor shall provide the Program Services identified in Appendix P (Service Delivery Data) in the Region for which it applies (excluding the City of Los Angeles) for the duration of the Contract term (including any term extensions exercised by County).

2.1.2 Estimated Funding and Service Delivery

2.1.2.1 County estimates that the total funding for Fiscal Year 2022-23 for ENP Services is approximately \$27.6 million. Funding for the Program Services is made available from the OAA Nutrition Services Incentive Program, OAA Title III-B (Supportive Services), OAA Title III-C (Nutrition Services) and federal American Rescue Plan Act (ARPA) funding sources. The federal ARPA funds being issued in Fiscal Year 2022-23 shall be available for use through December 31, 2024, or when all funds have been exhausted, whichever comes first. **Should the County exercise its option to renew the Contract term, County anticipates that additional ENP service years may be funded with only OAA Title III Funds, unless additional ARPA funds are made available in support of this Program.** The OAA Title III and federal ARPA funding will potentially be distributed to each Region as follows:

FISCAL YEAR 2022-2023							
Region		OAA Title III Funds			Federal ARPA Funds		Total
		Congregate Meal Services	Home-Delivered Meal Services	Telephone Reassurance	Congregate Meal Services	Home-Delivered Meal Services	
1	Antelope Valley Region	\$381,000	\$1,497,000	\$5,100	\$330,000	\$1,295,000	\$3,508,100
2	East Gateway Cities Region	\$415,000	\$726,000	\$3,100	\$359,000	\$628,000	\$2,131,100
3	Mid Gateway Cities Region	\$1,640,000	\$966,000	\$7,100	\$1,419,000	\$836,000	\$4,868,100

FISCAL YEAR 2022-2023							
Region		OAA Title III Funds			Federal ARPA Funds		Total
		Congregate Meal Services	Home-Delivered Meal Services	Telephone Reassurance	Congregate Meal Services	Home-Delivered Meal Services	
4	San Fernando Valley Region	\$430,000	\$254,000	\$1,900	\$373,000	\$219,000	\$1,277,900
5	San Gabriel Valley Region	\$2,775,000	\$1,089,000	\$10,600	\$2,401,000	\$942,000	\$7,217,600
6	Santa Clarita Valley Region	\$613,000	\$538,000	\$3,200	\$530,000	\$466,000	\$2,150,200
7	South Bay Region	\$471,000	\$429,000	\$2,500	\$408,000	\$371,000	\$1,681,500
8	West Gateway Cities Region (including Central Los Angeles Region)	\$837,000	\$963,000	\$4,900	\$724,000	\$833,000	\$3,361,900
9	Westside Cities Region	\$408,000	\$318,000	\$2,000	\$353,000	\$275,000	\$1,356,000
TOTAL		\$7,970,000	\$6,780,000	\$40,400	\$6,897,000	\$5,865,000	\$27,552,400

2.1.2.2 Based on the number of meals delivered in Fiscal Year 2020-21, County estimates that there is an annual need for a minimum of 3.5 million meals. At minimum, Proposer shall provide the specified units and Service Categories as stated in Appendix P (Service Delivery Data) for the Region. This data is provided as an estimate of County's need for Program Services, and the final Service units will be negotiated when the Contract is granted (subject to the availability of funding).

2.2 Sample Contract (County Terms and Conditions)

2.2.1 Successful Proposer/Contractor shall be expected to implement the requirements outlined in Appendix A (Sample Contract) if selected to receive a Contract.

2.2.2 Anticipated Contract Term

2.2.2.1 The anticipated Contract term shall be for a period of one (1) year with three (3) annual options to renew. Such renewals shall be determined at County's sole discretion

(contingent upon availability of funding, Contractor's performance, and other criteria to be determined by County). The Contract is expected to commence on July 1, 2022, and continue through June 30, 2023, following approval by the County of Los Angeles Board of Supervisors (Board of Supervisors).

2.2.3 **Contract Rates**

2.2.3.1 Contractor's rates shall remain firm and fixed for the term of the Contract, and such term shall include any renewal options exercised by County. These rates shall represent Contractor's true, actual, and supported costs which are incurred solely for providing Services under the Contract. Such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Contractor for supplying the Services as set forth in the Contract.

2.2.3.2 If County exercises its renewal option(s), Contractor may request a unit rate increase for the following Fiscal Year, where such increase(s) shall only be based on the occurrence of any of the following and shall include the information noted herein:

2.2.3.2.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit; and any other relevant information that will facilitate County's review.

2.2.3.2.2 Increase in fuel costs (Home-Delivered Meal Services only): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost; number of miles; increased cost per mile; and any other relevant information that will facilitate County's review.

2.2.3.2.3 Increase in wages (e.g., minimum

wage): the amount (dollars/cents) of the increase and its impact on the unit rate(s); the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and any other relevant information that will facilitate County's review.

2.2.3.3 County has the sole discretion to approve or reject Contractor's request.

2.2.3.3.1 All such requests shall not exceed the maximum annual Contract Sum or the Maximum Contract Sum.

2.2.4 Days of Operation

2.2.4.1 Contractor shall provide Program Services a minimum of five (5) days per week (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m. (normal business hours) and its offices shall be open for business during this timeframe. Contractor's Staff shall be available during these normal business hours. Contractor is not required to provide Services on County recognized holidays (a list of the holidays is provided in Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays)).

2.2.5 Indemnification and Insurance

2.2.5.1 Contractor shall be required to comply with the indemnification provisions contained in Appendix A (Sample Contract), Subparagraph 8.23 (Indemnification). Contractor shall procure, maintain, and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Sample Contract), Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage).

2.2.6 Health Insurance Portability and Accountability Act of 1996

2.2.6.1 Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, which is contained in Appendix A (Sample

Contract), Exhibit N (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996).

2.2.7 Collaboration Efforts with Subcontractor(s)

2.2.7.1 To ensure continuity in Service delivery and provide Services to Clients, Proposer may enter into a subcontract(s) with other business partners, agencies, consortiums, vendors, etc. (see Appendix A (Sample Contract), Subparagraph 8.40 (Subcontracting)).

3.0 MINIMUM REQUIREMENTS

3.1 Information for Interested and Qualified Proposers

3.1.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide all of the required Services outlined in Appendix A (Sample Contract), Exhibit A (Statement of Work) are invited to submit a Proposal(s), provided that they meet the Minimum Requirements outlined herein.

3.2 Minimum Requirements to Submit Proposal

3.2.1 Experience

3.2.1.1 Proposer must have five (5) consecutive years of experience, obtained during the years of 2011 through 2021, providing ENP Services or services which are equivalent or substantially similar to these Program Services/Service Categories for which Proposer is applying.

3.2.2 Service Delivery

3.2.2.1 Proposer must provide both Congregate Meal Services and Home-Delivered Meal Services.

3.2.2.2 At minimum, Proposer shall provide the Congregate Meal Service units and Service Categories that are stated in Appendix P (Service Delivery Data) for the Region as evidenced by the information reported on Appendix D (Required Forms), Form D25.1 (Proposed Program Services) and Appendix D (Required Forms), Form D25.2 (Proposed Program Services).

3.2.2.3 At minimum, Proposer shall provide the Home-Delivered Meal Service units and Service Categories that are

stated in Appendix P (Service Delivery Data) for the Region as evidenced by the information reported on Appendix D (Required Forms), Form D25.3 (Proposed Program Services) and Appendix D (Required Forms), Form D25.4 (Proposed Program Services).

3.2.3 Mandatory Staff

3.2.3.1 Proposer shall have the following mandatory Staff who meet all the requirements listed in Appendix A (Sample Contract), Exhibit A (Statement of Work), Subsection 6.3 (Contractor's Personnel):

3.2.3.1.1 Congregate Meal Services: Project Manager, Food Service Manager (mandatory when Proposer plans to operate a central kitchen to provide Client meals; if Proposer does not plan to operate a central kitchen, Proposer shall provide a statement to the effect that it will not operate a central kitchen) and Site Manager

3.2.3.1.2 Home-Delivered Meal Services: Project Manager, Food Service Manager (mandatory when Proposer plans to operate a central kitchen to provide Client meals; if Proposer does not plan to operate a central kitchen, Proposer shall provide a statement to the effect that it will not operate a central kitchen), Home-Delivered Meal Case Worker, Home-Delivered Meal Coordinator and Home-Delivered Meal Driver(s).

3.2.3.2 Proposer shall provide a resume, diploma, and/or certificate for each Staff and such Staff shall be listed on Proposer's completed Appendix D (Required Forms), Form D24.1 (Proposed Budget); Appendix D (Required Forms), Form D24.2 (Proposed Budget); Appendix D (Required Forms), Form D24.3 (Proposed Budget); Appendix D (Required Forms), and Form D24.4 (Proposed Budget).

3.2.4 Debarment

3.2.4.1 Proposer shall not be debarred or have an equivalent

prohibition on doing business with Proposer, by any government agency within the last five (5) years.

3.2.5 Data Universal Numbering System Number

3.2.5.1 Proposer shall have a current, valid, and active Data Universal Numbering System (DUNS) Number. Proposer shall provide this information when completing Appendix D (Required Forms), Form D1 (Proposer's Organization Questionnaire/Affidavit). If Proposer does not have a DUNS number, the DUNS may be obtained by registering for this number at: <http://www.dnb.com/duns-number.html>. Upon completion, Proposer shall provide documentation (e.g., print screen, confirmation, etc.) of its registration for the DUNS as an attachment to Appendix D (Required Forms), Form D1 (Proposer's Organization Questionnaire/Affidavit).

3.2.6 Organizational Business Structure

3.2.6.1 Proposer's organizational business structure shall be a non-profit corporation, public/government entity, or joint powers agency.

3.2.6.2 Non-profit Corporation or Joint Powers Agency: Proposer's organization shall be either a Single-Purpose Agency or Multi-Purpose Agency.

3.2.6.3 Non-profit Corporation, Public/Government Entity, or Joint Powers Agency: If Proposer's organization is a Multi-Purpose Agency and/or a public/government entity, it shall ensure that none of its other Sponsored Programs conflict with the objectives and policies of ENP, and it must devote adequate resources to meet ENP objectives.

3.2.7 Unresolved Disallowed Costs with County Contract(s)

3.2.7.1 If Proposer's compliance with a County contract has been reviewed by the County of Los Angeles Department of the Auditor-Controller (Auditor-Controller) within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County of Los Angeles department, and remain unpaid for six (6) months or more from the date of disallowance,

unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, as determined in the sole discretion of County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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

4.2 Final Contract by the Board of Supervisors

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

4.3 County's Option to Reject Proposals

4.3.1 Proposer is hereby advised that this RFP is a solicitation for Proposals only, and is not intended, and is not to be construed as, an offer to enter in Proposals to a Contract. County may, at its sole discretion, reject any or all Proposals submitted in response to this RFP or may, in its sole discretion, reject all Proposals and cancel this RFP in its entirety or County may cancel any portion of this RFP when it is determined to be in the best interests of the County of Los Angeles.

4.3.2 County shall not be liable for any costs incurred by Proposer in connection with the preparation and submission of any Proposal.

4.3.3 County reserves the right to waive inconsequential disparities or any informalities in a Proposal if the sum and substance of the Proposal is present.

4.4 County's Right to Amend Request for Proposals

4.4.1 County has the unlimited right to amend the RFP by written addendum at any time before the final Proposal due date and time. County is responsible only for that which is expressly stated in this solicitation document and any authorized written addendum/addenda thereto. Such addendum/addenda shall be

made available to each person or organization which County records indicate has received this RFP. County reserves the right to post the addendum/addenda on its website as follows: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>. Should such addendum/addenda require additional information not previously requested, Proposer's failure to address the requirements of such addendum/addenda may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

4.5.1 Background and security investigations of Proposer's Staff may be required at the discretion of County as a condition of beginning and continuing Work under the Contract. The cost of background checks is the responsibility of Contractor.

4.6 County's Quality Assurance Plan

4.6.1 After Contract award, County or its agent will monitor Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Sample Contract), Exhibit A (Statement of Work). Contractor's deficiencies which County determines are significant or continuing and may jeopardize performance of the Contract will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Contract in whole or in part or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Standard County Provisions

5.1.1 The provisions contained herein specify requirements that Proposer shall adhere to during the solicitation process and certifications that Contractor will be required to comply with upon commencement of the Contract.

5.2 Notice to Proposers Concerning the Public Records Act

- 5.2.1 Responses to this solicitation shall become the exclusive property of County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when the following occur: 1) Contract negotiations are complete; 2) WDACS receives a letter from the recommended Proposer's Authorized Representative indicating that the negotiated Contract is the firm offer of the recommended Proposer; and, 3) WDACS releases a copy of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board of Supervisors' Policy No. 5.055 (Services Contract Solicitation Protest).
- 5.2.1.1 Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when County's recommendation for the selected Proposer appears on the Board of Supervisors' agenda.
- 5.2.1.2 Exceptions to disclosure are those parts or portions of the Proposal that are justifiably defined as business or trade secrets, and plainly marked by Proposer as "Trade Secret", "Confidential", or "Proprietary".
- 5.2.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as "confidential" shall not be deemed sufficient notice of exception. Proposer must specifically label only those provisions of its Proposal which are "Trade Secret", "Confidential", or "Proprietary" in nature.
- 5.2.3 In the event that County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret", "Confidential", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceeding, or liability arising in connection with the Public Records Act request.

5.3 Contact with County Personnel

- 5.3.1 All contact regarding this solicitation or any matter relating thereto shall be limited to the designated timeframes and manner as indicated in this solicitation document (and any addendum thereto). Such contact shall be in writing and shall only be e-mailed to the

following address: aaarfp@wdacs.lacounty.gov. Please allow County up to two (2) business days to respond to your question.

- 5.3.2 If it is discovered that Proposer contacted and/or received information from any County personnel, other than as specified above, regarding this solicitation, County, in its sole determination, may disqualify Proposer's Proposal from further consideration. All contact shall only be conducted using the information provided in this Subparagraph 5.3.

5.4 Mandatory Requirement to Register on County's WebVen

- 5.4.1 Prior to Contract award, Successful Proposer must register on County's WebVen. The WebVen contains Proposer's business profile and identifies the goods/services Proposer provides. Proposer shall register online at <http://camisvr.co.la.ca.us/webven/>.

5.5 Protest Policy Review Process

- 5.5.1 In accordance with Board of Supervisors Policy No. 5.055 (Services Contract Solicitation Protest), Prospective Proposer may request a review of the requirements under this solicitation for Board of Supervisors-approved services Contract, as described in Subparagraph 5.5.3 (Grounds for Review). Additionally, any actual Proposer may request a review of a disqualification or of a proposed Contract under such a solicitation, as also described respectively in Subparagraph 5.5.3 (Grounds for Review). It is the responsibility of Proposer challenging the decision of WDACS to demonstrate that WDACS committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.

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

5.5.3 Grounds for Review

- 5.5.3.1 Unless State or Federal statutes or regulations provide otherwise, the grounds for review of any County determination, action, or solicitation for a Board-approved services Contract provided for in accordance with Board of Supervisors Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- 5.5.3.1.1 Review of the solicitation requirements (reference Subparagraph 7.4 (Solicitation Requirements Review))
- 5.5.3.1.2 Review of a disqualified Proposal (reference Subparagraph 8.3 (Disqualification Review))
- 5.5.3.1.3 Review of proposed Contractor selection (reference Subparagraphs 8.7.2 (Proposed Contractor Selection Review) and 8.8 (County Independent Review))

5.6 Injury and Illness Prevention Program

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

5.7 Confidentiality and Independent Contractor Status

- 5.7.1 As appropriate, Contractor shall comply with the confidentiality and the independent Contractor status provisions contained in Appendix A (Sample Contract), Subparagraph 7.6 (Confidentiality) and Subparagraph 8.22 (Independent Contractor Status), respectively.

5.8 Conflict of Interest

- 5.8.1 No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by Proposer or have any other direct or indirect financial interest in the selection of Contractor. Proposer shall certify that Proposer is aware of and has read the Los Angeles County Code Section 2.180.010 as stated in Appendix D (Required Forms), Form D5 (Certification of No Conflict of Interest).

5.9 Determination of Proposer Responsibility

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

- 5.9.2 Proposer is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment), County may determine whether Proposer is responsible based on a review of Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which Proposer had no knowledge shall not be the basis of a determination that Proposer is not responsible.
- 5.9.3 County may declare Proposer to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that Proposer has done any of the following: 1) violated a term of a contract with County of Los Angeles or a nonprofit corporation created by County of Los Angeles; 2) committed an act or omission which negatively reflects on Proposer's quality, fitness, or capacity to perform a contract with County of Los Angeles, any other public entity, or a nonprofit corporation created by County of Los Angeles, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or, 4) made or submitted a false claim against County of Los Angeles or any other public entity.
- 5.9.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, WDACS shall notify Proposer in writing of the evidence relating to Proposer's responsibility and its intention to recommend to the Board of Supervisors that Proposer be found not responsible. WDACS shall provide Proposer and/or Proposer's Authorized Representative with an opportunity to present evidence as to why Proposer should be found to be responsible and to rebut evidence which is the basis for WDACS' recommendation.
- 5.9.5 If Proposer presents evidence in rebuttal to WDACS, WDACS shall evaluate the merits of such evidence, and based on that evaluation, WDACS shall make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of Proposer shall reside with the Board of Supervisors.
- 5.9.6 These terms shall also apply to proposed Subcontractors of Proposers on County of Los Angeles contracts.

5.10 Proposer Debarment

- 5.10.1 Proposer is hereby notified that, in accordance with Los Angeles

County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment), County may debar Proposer from bidding or proposing on, or being awarded, and/or performing work on other County of Los Angeles contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and County of Los Angeles may terminate any or all of Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that Proposer has done any of the following: (1) violated a term of a contract with the County of Los Angeles or a nonprofit corporation created by the County of Los Angeles; (2) committed an act or omission which negatively reflects on Proposer's quality, fitness or capacity to perform a contract with the County of Los Angeles, any other public entity, or a nonprofit corporation created by the County of Los Angeles, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or, (4) made or submitted a false claim against the County of Los Angeles or any other public entity.

- 5.10.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, WDACS shall notify Proposer in writing of the evidence which is the basis for the proposed debarment and shall advise Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.10.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Proposer should be debarred, and, if so, the appropriate length of time of the debarment. Proposer and WDACS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.10.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.10.5 If Proposer has been debarred for a period longer than five (5) years, Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5.10.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where:(1) Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and, (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

5.10.8 These terms shall also apply to proposed Subcontractors of Proposers on County of Los Angeles contracts.

5.10.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County of Los Angeles' website where there is a listing of contractors that are currently on the debarment list for the County of Los Angeles.

5.11 Adherence to County's Child Support Compliance Program

5.11.1 Proposer shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment, and shall continue to maintain such compliance during the term of the Contract that may be

awarded pursuant to this solicitation. Failure to comply may be cause for termination of the Contract or initiation of debarment proceedings against the non-compliant Contractor in accordance with Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment)).

5.12 Gratuities

5.12.1 Attempt to Secure Favorable Treatment

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

5.12.2 Form of Improper Consideration

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

5.12.3 Proposer Notification to County

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

5.13 Notice to Proposers Regarding the County Lobbyist Ordinance

5.13.1 The Board of Supervisors has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals

meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160 (County Lobbyists). In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this solicitation must certify that each County of Los Angeles Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by Proposer is in full compliance with Los Angeles County Code Chapter 2.160 (County Lobbyists) and each such County of Los Angeles Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing Appendix D (Required Forms), Form D6 (Familiarity with County's Lobbyist Ordinance Certification) and submitting it as part of the Proposal.

5.14 Federal Earned Income Credit

5.14.1 Contractor shall notify its Employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (Internal Revenue Service Notice 1015).

5.15 Consideration of GAIN/GROW Participants for Employment

5.15.1 As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring participants in the County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for those openings. Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program and, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.15.2 Proposer who is unable to meet this requirement shall not be considered for Contract award. Proposer shall complete Appendix D (Required Forms), Form D9 (Attestation of Willingness to Consider GAIN/GROW Participants) and submit it as part of the Proposal.

5.16 Recycled Bond Paper

- 5.16.1 Proposer shall be required to comply with County's policy on recycled bond paper as specified in Appendix A (Sample Contract), Subparagraph 8.39 (Recycled Bond Paper).

5.17 Jury Service Program

- 5.17.1 The resulting Contract is subject to the requirements of County's Contractor Employee Jury Service Ordinance (Jury Service Program), Los Angeles County Code Chapter 2.203 (Contractor Employee Jury Service). Proposer shall carefully read the Jury Service Ordinance in Appendix G (Jury Service Ordinance), and Appendix A (Sample Contract), Subparagraph 8.8 (Compliance with County's Jury Service Program), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractor and its Subcontractor(s). Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
- 5.17.2 The Jury Service Program requires Contractor and its Subcontractor(s) to have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of Contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.
- 5.17.3 There are two (2) ways in which Contractor might not be subject to the Jury Service Program. The first is if Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a contract with

County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractor that: 1) has ten (10) or fewer employees; 2) has annual gross revenues in the preceding twelve (12) months which, if added to the annual Contract Sum of the Contract, is less than five hundred thousand dollars (\$500,000); and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractor that possesses a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 5.17.4 If Proposer does not fall within the Jury Service Program’s definition of “contractor” or if it meets any of the exceptions to the Jury Service Program then Proposer must so indicate when completing Appendix D (Required Forms), Form D10 (County of Los Angeles Contractor Employee Jury Service Program Certification and Application for Exception), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Proposer’s application, County will determine, in its sole discretion, whether Proposer falls within the definition of “contractor” or meets any of the exceptions to the Jury Service Program. County’s decision will be final.

5.18 Intentionally Omitted

5.19 Notification to County of Pending Acquisitions/Mergers by Proposer

- 5.19.1 Proposer shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Proposer is restricted from legally notifying County of pending acquisitions/mergers then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers. This information shall be provided by Proposer on Appendix D (Required Forms), Form D1 (Proposer’s Organization Questionnaire/Affidavit). Failure of Proposer to provide this information may eliminate its Proposal from any further consideration. Proposer shall have a continuing obligation to notify County and update any changes to its response in Appendix D (Required Forms), Form D1 (Proposer’s

Organization Questionnaire/Affidavit) during the solicitation.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's Supervision of Trustees and Fundraisers for Charitable Purposes Act (Charitable Purposes Act) regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register and adhere to reporting requirements. The 2004 Nonprofit Integrity Act (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. Proposer shall carefully read Appendix M (Background and Resources - California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.20.2 Proposer must determine if it receives or raises charitable contributions which subject it to the Charitable Purposes Act and shall complete Appendix D (Required Forms), Form D19 (Charitable Contributions Certification). Further, a completed Appendix A (Sample Contract), Exhibit O (Charitable Contributions Certification) is a required part of the Contract.
- 5.20.3 In Appendix D (Required Forms), Form D19 (Charitable Contributions Certification), Proposer shall certify either that:
- 5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, including the Nonprofit Integrity Act, but will comply if they become subject to coverage of those laws during the term of the Contract, **or**
- 5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.20.4 Proposer who does not complete Appendix D (Required Forms), Form D19 (Charitable Contributions Certification) as part of the solicitation process may, in County's sole discretion, be disqualified from Contract award. Contractor that fails to comply with its

obligations under the Charitable Purposes Act is subject to Contract termination and/or debarment proceedings in accordance with Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment).

5.21 Defaulted Property Tax Reduction Program

- 5.21.1 The Contract is subject to the requirements of County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) as reflected in Los Angeles County Code Chapter 2.206 (Defaulted Property Tax Reduction Program). Proposer shall carefully read Appendix N (Defaulted Property Tax Reduction Program), and the pertinent provisions of the Appendix A (Sample Contract), Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Subparagraph 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractor and its Subcontractor(s).
- 5.21.2 Proposer shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of the Contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program by completing Appendix D (Required Forms), Form D20 (Certification of Compliance with County's Defaulted Property Tax Reduction Program). Failure to maintain compliance or to timely cure defects may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment)).
- 5.21.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 Time Off for Voting

- 5.22.1 Contractor shall notify and provide to its Employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, Contractor and its Subcontractor(s) shall keep a notice setting forth the provisions of Elections Code Section 14000 posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work.

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.23.1 On October 4, 2016, the Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Proposer engaged in human trafficking from receiving the Contract or performing Services under the Contract.

5.23.2 Proposer shall complete Appendix D (Required Forms), Form D21 (Zero Tolerance Policy on Human Trafficking Certification), certifying that it is in full compliance with County's Zero Tolerance Policy on Human Trafficking provision as defined in Appendix A (Sample Contract), Subparagraph 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy). Further, Successful Proposer shall be required to comply with the requirements under said provision for the term of the Contract awarded pursuant to this solicitation.

5.24 Intentionally Omitted

5.25 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.25.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County of Los Angeles Auditor-Controller (Auditor-Controller).

5.25.2 Upon Contract award or at the request of the Auditor-Controller and/or the contracting department (WDACS), Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the Auditor-Controller determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.25.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.25.4 Upon Contract award or at any time during the duration of the agreement/Contract, Contractor may submit a written request for

an exemption to this requirement. The Auditor-Controller, in consultation with the contracting department (WDACS), shall decide whether to approve exemption requests.

5.26 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.26.1 On May 29, 2018, the 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 of Los Angeles to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

5.26.2 Contractor is required to complete Appendix D (Required Forms), Form D23 (Compliance with Fair Chance Employment Hiring Practices Certification), certifying that it is in full compliance with Section 12952, as indicated in Appendix A (Sample Contract). Further, Contractor is required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this solicitation.

5.27 Prohibition from Participation in Future Solicitation(s)

5.27.1 Neither Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in the development of any future solicitations conducted by County that includes, or is based upon any Services rendered by Contractor/Proposer under the Contract (that is, "Agreement"). As this prohibition applies to Subcontractors of Contractor, Contractor shall notify any Subcontractors providing Services under the Agreement of this prohibition before they commence Work. Any response to a solicitation submitted by Contractor/Proposer, or by any subsidiary of or Subcontractor to Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of the Agreement.

5.28 SAM and DUNS Number

5.28.1 Upon selection to receive a Contract, Contractor must register its DUNS number on the federal System for Award Management (SAM), which is accessible online at: <https://www.sam.gov>. Throughout the entirety of the Contract, Contractor shall maintain an "Active" status in SAM. Contractor shall immediately update its profile and other relevant information as required in order for County to verify/validate Contractor's "Active" status.

5.29 Contract Requirements for Payment and Performance Guaranties

- 5.29.1 Throughout the entire term of the Contract, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Contractor to provide a Payment Guaranty, a Performance Guaranty, or both in the amount and form as directed by County.
- 5.29.1.1 Payment Guaranty: Contractor's surety/guarantee to County that Contractor shall meet its obligations to faithfully pay its Subcontractor(s) in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Subcontractors who supply labor, materials, services, etc. to Contractor a recourse if they do not get paid by Contractor. In such case, the Payment Guaranty allows Subcontractor to file a claim with the surety company that issued the Guaranty in the event that Contractor does not reimburse the Subcontractor for goods and/or services provided by Subcontractor.
- 5.29.1.2 Performance Guaranty: Contractor's surety/guarantee to County that Contractor shall meet its obligations to perform the terms and conditions of the Contract. The purpose of the Performance Guaranty is to provide County a recourse to recover monies reimbursed to Contractor which would otherwise be lost due to Contractor's actions.
- 5.29.2 County will determine whether Contractor will be required to obtain a Guaranty(ies) when Contractor's performance under the Contract reveals potential liability to County in an aggregate amount of \$25,000 or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of vendors, etc.
- 5.29.3 The costs to implement and maintain the Guaranty(ies) may be allowable under the terms of the Contract; however, no additional funding will be added to the Contract Sum(s) to pay for those costs.
- 5.29.4 Refer to Appendix A (Sample Contract), Subparagraph 9.19 (Payment and Performance Guaranties) for additional information on the requirements for these Guaranties.

5.30 COVID-19 Vaccinations of Contractor Personnel

- 5.30.1 Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a Proposal to this solicitation. A completed Exhibit FF (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with County.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1 The Board of Supervisors encourages business participation in the County of Los Angeles' contracting process by continually streamlining and simplifying the selection process and expanding opportunities for these businesses to compete for our business. In accordance with this approach, County has established the following three (3) preference programs: Local Small Business Enterprise Preference Program, Social Enterprise Preference Program, and Disabled Veterans Business Enterprise Preference Program (collectively, Preference Programs). The Preference to be granted to a certified Proposer shall be equal to fifteen percent (15%) of the lowest proposed cost and such Preference shall not exceed \$150,000.
- 6.1.2 The Preference Programs require that Proposer must complete a certification process prior to requesting a preference in the solicitation. Additional information about these Preference Programs and how to obtain certification for each are further explained in Subparagraphs 6.2 (Local Small Business Enterprise Preference Program), 6.4 (Social Enterprise Preference Program), and 6.5 (Disabled Veteran Business Enterprise Preference Program).
- 6.1.3 The Preference Programs' price or scoring preference shall not be combined with any other County preference program to exceed fifteen percent (15%) for any Proposal submitted in response to this solicitation. County reserves the right to modify and/or cancel any of the Preference Programs at County's sole discretion and Proposer shall comply with County's final decision.
- 6.1.4 Sanctions and financial penalties may apply to Proposer that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a Local Small Business Enterprise vendor, Social

Enterprise vendor, and/or Disabled Veterans Business Enterprise vendor when Proposer is not qualified for such certification.

- 6.1.5 County's Policy on Doing Business with Small Business is included in Appendix F (County of Los Angeles Policy on Doing Business with Small Business).

6.2 Local Small Business Enterprise Preference Program

- 6.2.1 County will give Local Small Business Enterprise (LSBE) Preference during the solicitation process to Proposer that meets the definition of a LSBE, consistent with Los Angeles County Code Chapter 2.204.030C.2.

- 6.2.2 Proposer may request the LSBE Preference in this solicitation when Proposer meets all of the following conditions: 1) Proposer shall meet at least one (1) of the certification requirements outlined in Subparagraphs 6.2.2.1 – 6.2.2.2; and, 2) Proposer shall meet the certification requirement outlined in Subparagraph 6.2.2.3.

- 6.2.2.1 Proposer is certified as meeting the Federal small business criteria for the number of employees and/or revenue as defined by the U.S. Small Business Administration (SBA).

- 6.2.2.2 Proposer is certified as maintaining an active registration as a small business on the Federal System for Award Management (SAM) database. Refer to the following website for additional information about registration in SAM: <https://www.sam.gov>.

- 6.2.2.3 Proposer is certified as an LSBE vendor by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). To apply for certification, Proposer shall visit DCBA's website using the following link: <http://dcba.lacounty.gov>.

- 6.2.3 **To request the LSBE Preference on the solicitation, Proposer shall:**

- 6.2.3.1 Obtain LSBE certification from DCBA.

- 6.2.3.2 Upon receipt of a letter of certification and affirmation from DCBA, Proposer shall complete Appendix D (Required Forms), Form D7 (Preference Program Consideration). Proposer shall submit the completed Appendix D (Required Forms), Form D7 (Preference Program Consideration) and its certification letter from

DCBA with its Proposal (i.e., LSBE vendors may only request the LSBE Preference after the certification process has been completed and certification is affirmed by DCBA).

6.3 Local Small Business Enterprise Prompt Payment Program

6.3.1 It is the intent of County that certified LSBEs receive prompt payment for Program Services provided to County. Prompt payment shall mean that County will process an undisputed invoice within fifteen (15) calendar days after receipt of such invoice.

6.4 Social Enterprise Preference Program

6.4.1 County will give Social Enterprise (SE) Preference during the solicitation process to Proposer that meets the definition of an SE, consistent with Los Angeles County Code Chapter 2.205 (Transitional Job Opportunities Preference Program).

6.4.2 Proposer may request the SE Preference in this solicitation when Proposer meets all of the following conditions:

6.4.2.1 Proposer has been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce (defined as those under-employed or hard-to-employ persons that may be homeless or formerly incarcerated, and/or, those who either have not worked for an extended period of time or face significant barriers to employment) or providing social, environmental, and/or human justice services.

6.4.2.2 Proposer is certified as an SE vendor by DCBA. To apply for certification, Proposer shall visit DCBA's website using the following link: <http://dcba.lacounty.gov>.

6.4.3 To request the SE preference on the solicitation, Proposer shall:

6.4.3.1 Obtain SE certification from DCBA.

6.4.3.2 Upon receipt of a letter of certification and affirmation from DCBA, Proposer shall complete Appendix D (Required Forms), Form D7 (Preference Program Consideration). Proposer shall submit the completed Appendix D (Required Forms), Form D7 (Preference Program Consideration) and its certification letter from DCBA with its Proposal (i.e., SE vendors may only request the SE Preference after the certification

process has been completed and certification is affirmed by DCBA).

6.5 Disabled Veteran Business Enterprise Preference Program

6.5.1 County will give Disabled Veteran Business Enterprise (DVBE) Preference during the solicitation process to Proposer that meets the definition of a DVBE vendor, consistent with Los Angeles County Code Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program).

6.5.2 Proposer may request the DVBE Preference in this solicitation when Proposer meets all of the following conditions: 1) Proposer shall meet at least one (1) of the criteria outlined in Subparagraphs 6.5.2.1 – 6.5.2.3; and, 2) Proposer shall meet the criteria outlined in Subparagraph 6.5.2.4.

6.5.2.1 Proposer is certified by the State of California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS) as a DVBE vendor.

6.5.2.2 Proposer is certified as a service-disabled veteran-owned small business by U.S. Department of Veterans Affairs.

6.5.2.3 Proposer is certified as a DVBE vendor by other certifying agencies pursuant to DCBA's inclusion policy that meets the criteria set forth by the agencies in Subparagraphs 6.5.2.1 and 6.5.2.2.

6.5.2.4 Proposer is certified as a DVBE vendor by DCBA. To apply for certification, Proposer shall visit DCBA's website using the following link: <http://dcba.lacounty.gov>.

6.5.3 **To request the DVBE preference on the solicitation, Proposer shall:**

6.5.3.1 Obtain DVBE certification from DCBA.

6.5.3.2 Upon receipt of a letter of certification and affirmation from DCBA, Proposer shall complete Appendix D (Required Forms), Form D7 (Preference Program Consideration). Proposer shall submit the completed Appendix D (Required Forms), Form D7 (Preference Program Consideration) and its certification letter from DCBA with its Proposal (i.e., DVBE vendors may only

request the DVBE Preference after the certification process has been completed and certification is affirmed by DCBA).

6.5.4 Information about the State's DVBE certification regulations is found in Title 2 California Code of Regulations Subchapter 8, Section 1896 et seq., and is also available on the State of California DGS PD OSDS website (<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>).

6.5.5 Information for the Department of Veteran Affairs' SDVOSB certification regulations is found in Title 38 Code of Federal Regulations Part 74 and is also available on the Department of Veterans Affairs website (<https://www.va.gov/osdbu/>).

7.0 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

7.1.1 This Paragraph 7.0 contains key project dates and activities as well as instructions to Proposer on how to prepare and submit the Proposal.

7.2 Truth and Accuracy of Representations

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

7.3 RFP Timetable

Activity	Date and Time (Pacific Time (PT))
Release RFP	Thursday, 04/14/2022
Request for a Solicitation Requirements Review Due	Thursday, 04/21/2022 5:00 p.m. PT
Mandatory Proposers' Conference	Tuesday, 04/26/2022 10:00 a.m. PT
Proposer's Written Questions Due	Tuesday, 04/26/2022 5:00 p.m. PT

Activity	Date and Time (Pacific Time (PT))
Notice of Intent to Submit Proposal Due	Thursday, 04/28/2022 2:00 p.m. PT
Final Questions and Answers Released (Tentative)	Monday, 05/02/2022
Final Proposal Due Date and Time	Monday, 05/16/2022 2:00 p.m. PT
Completion of Evaluation/Proposal Review (Tentative)	Tuesday, 05/31/2022
Request for Disqualification Review Due (Tentative)	Friday, 06/03/2022 2:00 p.m. PT
Announcement of Award (Tentative)	Tuesday, 06/07/2022
Receive Letter of Intent from Prospective Contractor (Tentative)	Thursday, 06/09/2022
Effective Date to Commence Contract Services	Friday, 07/01/2022

7.4 Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by completing Appendix E (Request for Proposals Transmittal to Request a Solicitation Requirements Review) and submitting it to County as described in this Subparagraph 7.4. A request for a Solicitation Requirements Review may be denied, at County's sole discretion, if the request does not satisfy all of the following criteria:

7.4.1.1 The request is made by the due date and time indicated in Subparagraph 7.3 (RFP Timetable).

7.4.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.

7.4.1.3 The request itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

7.4.1.4 The request either asserts that:

- 7.4.1.4.1 Application of the Minimum Requirements, evaluation/review criteria, and/or business requirements unfairly disadvantages the person or entity; or,
- 7.4.1.4.2 Due to unclear instructions, the solicitation process may result in County not receiving the best possible responses from Prospective Proposer(s).
- 7.4.1.5 The Solicitation Requirements Review shall be completed, and County's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the final Proposal due date and time.

7.5 Proposer's Questions

- 7.5.1 Proposer may submit written questions regarding this solicitation by e-mail only to the following address: aaarfp@wdacs.lacounty.gov. All questions must be received no later than the date and time specified in Subparagraph 7.3 (RFP Timetable). All questions along with their corresponding answers will be compiled into a question and answer document (Q & A), which will be issued as an addendum to this solicitation and posted on County's website as follows: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.
- 7.5.2 When submitting questions, please specify the document name/title (i.e., solicitation document, Appendix A (Sample Contract), Appendix D (Required Forms), etc.), the Paragraph/Subparagraph number and its title, and the page number(s), and quote the exact passage that prompted the question. This will ensure that the question can be quickly identified in the solicitation in order to provide a timely and accurate response. County reserves the right to group and summarize similar questions when providing answers on the Q & A.
- 7.5.3 Questions may address Proposer's concerns that the application of the Minimum Requirements, evaluation/review criteria, and/or business requirements would unfairly disadvantage Proposer(s) or, due to unclear instructions, the procurement process may result in County not receiving the best possible responses from Proposer(s).
- 7.5.4 Questions shall only be directed to County during the Q & A timeframe and in the manner that is indicated in this Subparagraph 7.5. Contacting any of County's staff (by phone, e-mail, etc.) in

relation to this solicitation and/or contacting County outside of the Q & A timeframe are strictly prohibited. Any deviation from this may subject Proposer's Proposal to disqualification from the solicitation process.

7.6 Intentionally Omitted

7.7 Mandatory Proposers' Conference

7.7.1 A Mandatory Proposers' Conference (Conference) will be held virtually and by telephone to discuss the RFP. During this Conference, County staff will respond to questions from Prospective Proposers. All Prospective Proposers must attend this Conference to submit a Proposal, otherwise their Proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The Conference is scheduled as follows:

Date and Time:

Tuesday, April 26, 2022, at 10:00 a.m. (PT)

Telephone Conference Information:

Phone Number: **(323) 776-6996**

Conference ID: **955 369 786#** (when prompted, provide your full name and the name of your organization)

Virtual Conference Information:

Conference will also be accessible virtually through Microsoft Teams. To join virtually, Prospective Proposers shall confirm their attendance by sending an email to County no later than Friday, April 22, 2022, to the following e-mail address: aaarp@wdacs.lacounty.gov. Include the following statement in the subject line of the e-mail: Request to Virtually Join AAA/ARPA-ENP-2223 RFP Mandatory Proposers' Conference. Prospective Proposers shall include organization's name; name of participant(s); email address of participant(s), and title of participant(s) who wish to join the Conference virtually.

7.7.2 Prospective Proposers who intend to join this Conference via telephone as indicated in Subparagraph 7.7.1 shall provide County the following information: organization's name; name of participant(s); title of participant(s). This information may be sent to County by the Conference date and time provided in Subparagraph 7.7.1 using the following e-mail address: aaarp@wdacs.lacounty.gov. Include the following statement in

the subject line of the e-mail: Attendance for AAA/ARPA-ENP-2223 RFP Mandatory Proposers' Conference.

- 7.7.3 The Conference will begin at 10:00 a.m. (PT) and will conclude at either 12:00 p.m. (PT) or once all questions have been addressed, whichever occurs first. Prospective Proposers are advised to join timely to ensure that they can participate in the Conference.
- 7.7.4 The ENP RFP will only be available online and may be accessed on County's website as follows: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>. Prospective Proposers are encouraged to have a copy of the RFP during the Conference.

7.8 Preparation of the Proposal

- 7.8.1 Proposer shall submit a Proposal to provide the Service Categories for the Congregate Meal site(s) and Home-Delivered Meal route(s), which are outlined in Appendix P (Service Delivery Data) for a full Region(s). Proposer shall submit its Proposal for the Region it intends to serve (i.e., a separate Proposal shall be submitted for each Region). Proposer shall ensure that it addresses all the elements that are required to be included in its Proposal and submits its Proposal by the final Proposal due date and time.
- 7.8.2 The Proposal shall be typed using 12-point Arial font on 8 ½" by 11" paper size, with 1" margins on each side. Each narrative paragraph shall be single-spaced between each line and double-spaced between paragraphs. Include information in footers to identify each page; this information shall include Proposer's name, page number, and solicitation title. Attachments such as charts, maps, reports, etc. that Proposer uses to address or support any narrative response do not need to be labeled with this footer information; however, each attachment shall be clearly labeled/identified.
- 7.8.3 Proposer shall identify every response in the Proposal by referencing the Section and Subsection as detailed in Subparagraph 7.9 (Proposal Format – Business Component) and Subparagraph 7.10 (Proposal Format – Cost Component) (e.g., Section C (Proposer's Qualifications), Subsection C.1 (Proposer's Background and Experience - References)). Each Section and Subsection of the Proposal shall be tabbed and clearly identified in the table of contents and shall follow the order specified in Subparagraph 7.9 (Proposal Format – Business Component) and Subparagraph 7.10 (Proposal Format – Cost Component). All attachments must be inserted immediately after the Section/Subsection to which Proposer is responding.

7.8.4 All Forms that are required to be submitted in the Proposal and require a signature shall be signed by Proposer's Authorized Representative or designee (except for Appendix D (Required Forms), Form D1 (Proposer's Organization Questionnaire/Affidavit) which must be signed by Proposer's Authorized Representative). Electronic signatures are acceptable forms of authorization for purposes of this procurement.

7.8.5 Page Limitations

7.8.5.1 The combined narrative responses for the Proposal (including both the Business Component and the Cost Component) shall not exceed a total of twenty-five (25) single-sided pages (i.e., Proposer's narrative responses to the Business Component and Cost Component shall not exceed twenty-five (25) single-sided pages). This page limit does not apply to exhibits, attachments, the cover page, and the table of contents (e.g., attachments are not counted toward the 25-page limit).

7.8.6 Any Proposal that deviates from the format prescribed in this Subparagraph 7.8, Subparagraph 7.9 (Proposal Format – Business Component), and Subparagraph 7.10 (Proposal Format – Cost Component) may be deemed as non-responsive and may be rejected without further review at County's sole discretion.

7.9 Proposal Format – Business Component

7.9.1 When preparing the Proposal, the first Component shall start with the Business Component. Using the format described in this Subparagraph 7.9, the content and sequence of the Business Component shall be as follows:

7.9.1.1 Business Component Cover Page

7.9.1.2 Table of Contents

7.9.1.3 Section A (Proposer's Organization Questionnaire/Affidavit)

7.9.1.4 Section B (Executive Summary)

7.9.1.5 Section C (Proposer's Qualifications)

7.9.1.6 Section D (Proposer's Approach to Provide Required Services)

- 7.9.1.7 Section E (Proposer's Quality Control Plan)
- 7.9.1.8 Section F (Proposer's Green Initiatives)
- 7.9.1.9 Section G (Business Component Required Forms)

7.9.2 Business Component Cover Page

- 7.9.2.1 Identify this part of the Proposal as the Business Component and include the RFP title, RFP number, and Proposer's name.

7.9.3 Table of Contents

- 7.9.3.1 The table of contents must be a comprehensive and sequential listing of the material included in the Proposal. This listing must present a clear identification of the material using sequential page numbers and Section and Subsection reference numbers. Use one of the following methods when preparing the table of contents:

- 7.9.3.1.1 Method 1 (for Sections only): Section [Section letter] (Section title) Page [number] (e.g., Section A (Organization Questionnaire/Affidavit) Page 1).

- 7.9.3.1.2 Method 2 (for Sections with Subsections): Section [Section letter] (Section title), Subsection [Subsection letter] (Subsection title) Page [number] (e.g., Section C (Proposer's Qualifications), Subsection C.1 (Proposer's Background and Experience - References) Page 5).

7.9.4 Section A (Proposer's Organization Questionnaire/Affidavit)

- 7.9.4.1 Proposer shall complete and submit the following Forms in accordance with the instructions stated on each Form and as directed below:

- 7.9.4.1.1 Appendix D (Required Forms), Form D1 (Proposer's Organization Questionnaire/Affidavit). By completing, signing, and dating Form D1, Authorized Representative warrants that he/she is authorized to sign on behalf of Proposer

and to bind Proposer in the Contract (if awarded).

7.9.4.1.2 Appendix D (Required Forms), Form D1.1 (Community Business Enterprise (CBE) Information)

7.9.4.1.3 Appendix D (Required Forms), Form D1.2 (Authorization Warranty)

7.9.4.1.4 Appendix D (Required Forms), Form D1.3 (Organizational Support Documents)

7.9.4.2 Proposer shall provide all of the Forms identified above in the order listed above in Section A (Proposer's Organization Questionnaire/Affidavit) of the Business Component.

7.9.5 Section B (Executive Summary)

7.9.5.1 Proposer shall provide a written narrative, which condenses and highlights the contents of Proposer's Business Component to provide County an understanding of Proposer's approach, qualifications, experience, and staffing.

7.9.5.2 Proposer shall provide its response in Section B (Executive Summary) of the Business Component.

7.9.6 Section C (Proposer's Qualifications)

7.9.6.1 Proposer shall demonstrate that it has the experience and financial capability to perform the required Program Services. Include the following in Section C (Proposer's Qualifications) of the Business Component: Subsection C.1 (Proposer's Background and Experience), Subsection C.2 (Proposer's References), Subsection C.3 (Financial Capability), and Subsection C.4 (Proposer's Pending Litigation and Judgments).

7.9.6.2 Subsection C.1 (Proposer's Background and Experience)

7.9.6.2.1 Proposer shall provide a written narrative of relevant background information to demonstrate that Proposer meets the

minimum requirement(s) stated in Paragraph 3.0 (Minimum Requirements) of this RFP and has the capability to perform the required Program Services as a corporation or other entity.

7.9.6.2.2 Proposer shall provide its response in Section C (Proposer's Qualifications), Subsection C.1 (Proposer's Background and Experience) of the Business Component.

7.9.6.3 Subsection C.2 (Proposer's References)

7.9.6.3.1 Proposer shall provide three (3) references by completing Appendix D (Required Forms), Form D2 (Proposer's References) in accordance with the instructions provided therein.

7.9.6.3.2 Proposer shall complete Appendix D (Required Forms), Form D3 (Proposer's List of Contracts with Public Entities) in accordance with the instructions provided therein.

7.9.6.3.3 Proposer shall complete Appendix D (Required Forms), Form D4 (Proposer's List of Expired and Terminated Contracts) in accordance with the instructions provided therein.

7.9.6.3.4 The same references may be listed on Appendix D (Required Forms), Form D2 (Proposer's References) and Appendix D (Required Forms), Form D3 (Proposer's List of Contracts with Public Entities) if the reference falls within both categories.

7.9.6.3.5 County reserves the option to contact references by telephone, mail, or e-mail to ascertain Proposer's qualifications, accountability, and fitness. In the event that County elects to call the references, County will contact Proposer's references during normal business hours.

7.9.6.3.6 County may disqualify Proposer as non-responsive and/or non-responsible (i.e., Proposal may be rejected) if any of the following occur: reference(s) fails to substantiate Proposer's description of the services it provided; reference(s) fails to support that Proposer has a continuing pattern of utilizing capable, productive, and skilled personnel; County is unable to reach the point of contact; and/or reference(s) refuses to provide a response to County. County will make up to three (3) attempts to reach the point of contact. It is Proposer's responsibility to inform the point of contact of County's normal business hours during which County will conduct reference checks and to provide such contact a general timeframe during which County may attempt to reach him/her. Proposer may estimate that timeframe based on the final Proposal due date and time and the tentative date when the evaluations will be completed as noted in Subparagraph 7.3 (RFP Timetable). Proposer shall also inform its references that County may contact them by phone, mail, or e-mail and shall convey the importance of responding to County's request in the time and manner as designated by County.

7.9.6.3.7 Proposer shall provide all the Forms identified above in the order listed above in Section C (Proposer's Qualifications), Subsection C.2 (Proposer's References) of the Business Component.

7.9.6.4 **Subsection C.3 (Financial Capability)**

7.9.6.4.1 Proposer shall provide three (3) full Fiscal Years of its organization-wide audited financial statements and/or single audit reports, which shall reflect Proposer's financial activities for each of those three (3) Fiscal Years as follows:

7.9.6.4.1.1 Option 1: Provide audited financial statements/single audit reports for Fiscal Year 2016-17, Fiscal Year 2017-18, and Fiscal Year 2018-19.

7.9.6.4.1.2 Option 2: Provide audited financial statements/single audit reports for Fiscal Year 2017-18, Fiscal Year 2018-19 and Fiscal Year 2019-20

7.9.6.4.2 Proposer shall not submit income tax Returns to meet this requirement. Proposer shall be financially capable of performing/providing Program Services under the requirements of Appendix A (Sample Contract). County will conduct a financial capability evaluation using Proposer's organization-wide audited financial statements and/or single audit reports. These financial documents shall be prepared by an independent auditor and must provide an accurate, verifiable representation of the entire financial position of Proposer's organization. The organization-wide audited financial statements and/or single audit reports shall minimally include the following:

7.9.6.4.2.1 Balance Sheet, Statement of Financial Position, or Statement of Net Assets, including all supporting schedules (i.e., Current Assets, Current Liabilities, Detailed Aged Payables, Aged Receivables, Notes Payable, etc.)

7.9.6.4.2.2 Income Statement, Profit and Loss Statement, Statement of Operations, or Statement of Activities

7.9.6.4.2.3 Statement of Cash Flow

7.9.6.4.2.4 Independent Auditor's
Opinion

7.9.6.4.2.5 Any notes to the
Statements

7.9.6.4.2.6 Statement of Functional
Expenses

7.9.6.4.3 Proposer shall provide copies of financial audit reports from other County departments for Fiscal Year 2017-18, Fiscal Year 2018-19, and Fiscal Year 2019-20, including all corrective action plans and corresponding resolutions, if applicable. If such financial audit reports have not been issued from any County department, Proposer shall provide a statement indicating such fact.

7.9.6.4.4 If Proposer is a subsidiary of another company, in addition to providing Proposer's own organization-wide audited financial statements and/or single audit reports as indicated in Subparagraph 7.9.6.4.1, Proposer shall also provide three (3) full Fiscal Years of its ultimate parent company's organization-wide audited financial statements and/or single audit reports. The parent company's financial documents shall meet the same requirements noted in Subparagraph 7.9.6.4.2 and shall reflect parent company's financial activities for each of those three (3) Fiscal Years as follows:

7.9.6.4.4.1 Option 1: Provide audited financial statements/single audit reports for Fiscal Year 2016-17, Fiscal Year 2017-18, and Fiscal Year 2018-19.

7.9.6.4.4.2 Option 2: Provide audited

financial statements/single audit reports for Fiscal Year 2017-18, Fiscal Year 2018-19, and Fiscal Year 2019-20.

7.9.6.4.5 Provision of the parent company's financial information does not by itself satisfy the requirement for the provision of Proposer's financial information. In addition, the financial capability of the parent company cannot be substituted for Proposer's financial capability unless Proposer provides documented evidence that its parent company agrees to sign a parental guarantee; Proposer shall submit this evidence with its Proposal. If Proposer is not a subsidiary of another company, Proposer shall provide a statement indicating such position.

7.9.6.4.6 Proposer shall provide the following documents and responses in Section C (Proposer's Qualifications), Subsection C.3 (Financial Capability) of the Business Component: its organization-wide audited financial statements and/or single audit reports; the financial audit reports from other County departments (if applicable) or a statement as noted in Subparagraph 7.9.6.4.2; and, its organization-wide audited financial statements and/or single audit reports for its parent company (if applicable) or a statement as noted in Subparagraph 7.9.6.4.3.

7.9.6.5 **Subsection C.4 (Proposer's Pending Litigation and Judgments)**

7.9.6.5.1 Proposer shall identify by name, case, and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against

Proposer or principals of Proposer.

7.9.6.5.2 Notations such as “not applicable”, “n/a”, providing a phone number to call, providing an e-mail address for follow-up, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.6.5.3 Proposer shall provide its response in Section C (Proposer’s Qualifications), Subsection C.4 (Proposer’s Pending Litigation and Judgments) of the Business Component.

7.9.7 Section D (Proposer’s Approach to Provide Required Services)

7.9.7.1 Subsection D.1 (Proposer’s Ability to Meet County’s Objectives for Congregate Meal Services)

7.9.7.1.1 Proposer shall describe its plan to sustain the level of Congregate Meal Services needed by County as identified in Appendix P (Service Delivery Data) for a full Region during the term of the Contract.

7.9.7.1.2 Proposer shall describe its plan to provide Congregate Meal Services by addressing, at minimum, all the following: type of meals to be provided (American Meals and/or Ethnic Meals); method, frequency, and documentation of Service delivery; meals which provide a minimum of one-third (1/3) of the current Dietary Reference Intakes and comply with the most recent Dietary Guidelines for Americans; compliance with applicable provisions of State and local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service and delivery of meals to Clients; meals which are of good quality; Services which promote the physical and social well-

being of mobile older individuals in a group setting by offering a variety of activities and educational opportunities; Services which promote nutrition, disease prevention and health services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior by offering a variety of activities and educational opportunities, and making referrals to Disease Prevention and Health Promotion Program (DPHPP) Contractor, County's CalFresh Healthy Living Program (CFHLP), alternatively known as Supplemental Nutrition Assistance Program Education (SNAP-Ed), Contractor for CalFresh Healthy Living Program services and Dietary Administrative Support Services Program Contractor for nutrition education, nutrition counseling and other nutrition services as appropriate based on the needs of Clients; and, ensure that Congregate Meal sites comply with the Americans with Disabilities Act of 1990.

7.9.7.1.3 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.1.4 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.1 (Proposer's Ability to Meet County's Objectives for Congregate Meal Services) of the Business Component.

7.9.7.2 Subsection D.2 (Proposer's Ability to Meet

County's Objectives for Home-Delivered Meal Services)

7.9.7.2.1 Proposer shall describe its plan to sustain the level of Home-Delivered Meal Services needed by County as identified in Appendix P (Service Delivery Data) for a full Region during the term of the Contract.

7.9.7.2.2 Proposer shall describe its plan to provide Home-Delivered Meal Services by addressing, at minimum, all the following: type of meals to be provided (Hot Meals, and/or Frozen Meals and Emergency Meals); method, frequency, and documentation of Service delivery; meals which provide a minimum of one-third (1/3) of the current Dietary Reference Intakes and comply with the most recent Dietary Guidelines for Americans; compliance with applicable provisions of State and local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service and delivery of meals to Clients; meals which are of good quality; Services which reduce hunger and food insecurity; describe collaborative efforts with community agencies to reach goal, if applicable; Services which promote and/or improve the physical and social well-being of homebound older individuals; and, make referrals to Dietary Administrative Support Services Program Contractor for nutrition education, nutrition counseling and other nutrition services as appropriate based on the needs of Clients.

7.9.7.2.3 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted

in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.2.4 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.2 (Proposer's Ability to Meet County's Objectives for Home-Delivered Meal Services) of the Business Component.

7.9.7.3 **Subsection D.3 (Emergency Meal Services)**

7.9.7.3.1 Proposer shall describe its plan to provide Emergency Meal Services by addressing, at minimum, all of the following: type of shelf-stable Emergency Meals to be provided; method, frequency, and documentation of Service delivery; meals which provide a minimum of one-third (1/3) of the current Dietary Reference Intakes and comply with the most recent Dietary Guidelines for Americans; meals which are safe and of good quality in the event of an emergency or natural disaster.

7.9.7.3.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.3.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.3 (Emergency Meal Services) of the

Business Component.

7.9.7.4 Subsection D.4 (Telephone Reassurance Services)

7.9.7.4.1 Proposer shall describe its plan to provide Telephone Reassurance Services by addressing, at minimum, all of the following: provide regular contact and safety checks to reassure and support Home-Delivered Meal Clients that meet the age eligibility requirement of sixty (60) years or older (including those individuals who are on a waiting list to receive Home-Delivered Meal Services).

7.9.7.4.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.4.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.4 (Telephone Reassurance Services) of the Business Component.

7.9.7.5 Subsection D.5 (Target Population)

7.9.7.5.1 Proposer shall describe the Region’s target population by addressing, at minimum, all of the following: 1) population demographics (i.e., income level, ethnic composition, functional impairment of any older individuals, and, if applicable, information on those living in rural areas); 2) statistical data on the Region’s target population (where such information shall align with the

information reported on Appendix D (Required Forms), Form D25.1 (Proposed Program Services), Form D25.2 (Proposed Program Services), Form D25.3 (Proposed Program Services) and Form D25.4 (Proposed Program Services) for each Congregate Meals and Home-Delivered Meals Service Category for which Proposer is applying; and, 3) method for outreach to special populations including individuals with greatest economic (low-income) and social needs, ethnic minorities, veterans, functionally impaired, homeless, frail, LGBT, those living in rural areas (isolated) within the Region, etc.

7.9.7.5.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.5.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.5 (Target Population) of the Business Component.

7.9.7.6 **Subsection D.6 (Client Assessment – Congregate Meals)**

7.9.7.6.1 Proposer shall describe its plan to provide assessments for Clients receiving Congregate Meals by addressing, at minimum, all of the following: use of the Universal Intake Form (Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 4 (Universal Intake Form));

making referrals to County's Dietary Administrative Support Services Program (DASSP) Contractor for Nutrition Counseling services; making referrals to County's CalFresh Healthy Living Program (CFHLP) Contractor for CalFresh Healthy Living services (Services may include Nutrition Counseling and CalFresh Healthy Living); and, assisting Clients in taking advantage of benefits from other supportive services programs.

7.9.7.6.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.6.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.6 (Client Assessment – Congregate Meals) of the Business Component.

7.9.7.7 **Subsection D.7 (Client Assessment – Home-Delivered Meals)**

7.9.7.7.1 Proposer shall describe its plan to provide assessments for Clients receiving Home-Delivered Meals by addressing, at minimum, all of the following: use of the Universal Intake Form (Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 4 (Universal Intake Form)); assessment of Clients for nutrition-related supportive services; assessment of the level of need for each Client; and, reassessment schedule.

- 7.9.7.7.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.
- 7.9.7.7.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.7 (Client Assessment – Home-Delivered Meals) of the Business Component.
- 7.9.7.8 **Subsection D.8 (Home-Delivered Meals Waiting List)**
- 7.9.7.8.1 Proposer shall describe its plan for the Home-Delivered Meals waiting list by addressing, at minimum, all of the following: establish and maintain a monthly waiting list when Proposer is unable to provide Home-Delivered Meal Services for all Clients; prioritize Client’s position on the waiting list including but not limited to the use of the Home-Delivered Meal Program Priority of Service Screening Tool; and, meet the criteria for serving those with the greatest economical/social need and/or those who are at risk for institutional placement if meals are not provided.
- 7.9.7.8.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a

valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.8.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.8 (Home-Delivered Meals Waiting List) of the Business Component.

7.9.7.9 **Subsection D.9 (Mandatory Coordination with County’s Dietary Administrative Support Services Program Contractor)**

7.9.7.9.1 Proposer shall describe its plan to coordinate Program Services with County’s Dietary Administrative Support Services Program (DASSP) Contractor by addressing, at minimum, all of the following: receive oversight from DASSP Contractor’s Registered Dietitians; develop menus within required timeframe; provide nutrition education to Clients; refer Clients with high Nutrition Risk Scores to nutrition counseling services; participate in quality assurance reviews conducted by County’s DASSP Contractor; correct all issues noted in monitoring reports issued by County’s DASSP Contractor; receive In-Service training for Proposer’s food service staff and volunteers; receive technical assistance and incorporate feedback from County’s DASSP Contractor in areas such as menu development, caterer selection, purchasing, and problem-solving; work with County’s DASSP Contractor during Elderly Nutrition Assessment process; and, work with County’s DASSP Contractor to complete the annual nutritional analysis with designated caterer/central kitchen.

7.9.7.9.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit

A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.9.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.9 (Mandatory Coordination with County's Dietary Administrative Support Services Program Contractor) of the Business Component.

7.9.7.10 **Subsection D.10 (Mandatory Coordination with County's Disease Prevention and Health Promotion Program Contractor)**

7.9.7.10.1 Proposer shall describe its plan to coordinate Program Services with County's Disease Prevention and Health Promotion Program (DPHPP) Contractor by addressing, at minimum, all of the following: make referrals to County's DPHPP Contractor for Clients who would benefit from disease prevention and health promotion services.

7.9.7.10.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.10.3 Proposer shall provide its response in Section D (Proposer's Approach to

Provide Required Services), Subsection D.10 (Mandatory Coordination with County's Disease Prevention and Health Promotion Program Contractor) of the Business Component.

7.9.7.11 **Subsection D.11 (Mandatory Coordination with County's CalFresh Healthy Living Program Contractor)**

7.9.7.11.1 Proposer shall describe its plan to coordinate Program Services with County's CalFresh Healthy Living Program (CFHLP) Contractor by addressing, at minimum, all of the following: make referrals to County's CFHLP Contractor for Clients who would benefit from education regarding active living and healthy food choices.

7.9.7.11.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.11.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.11 (Mandatory Coordination with County's CalFresh Healthy Living Program Contractor) of the Business Component.

7.9.7.12 **Subsection D.12 (Central Kitchen/Caterer)**

7.9.7.12.1 Proposer shall describe its plan to prepare Congregate Meals and Home-Delivered Meals by addressing, at minimum, all of the following: ensure that

Hazard Analysis and Critical Control Points (HACCP) requirements and quality assurance programs are enforced at all kitchens and Congregate Meal sites, and that caterers maintain and utilize operational HACCP and quality assurance programs; policies and procedures adhere to the requirements outlined in Title 22 California Code of Regulations Sections 7630-7638.13 and the Area Agency on Aging Food Service Standard Operating Procedures Manual including any amendments or revisions thereto; ensure that an integrated pest management program which includes procedures to prevent and to get rid of pests shall be implemented and maintained continuously throughout the Contract term; and, eliminate pests upon discovery (including but not limited to reporting responsibilities).

7.9.7.12.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.12.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.12 (Central Kitchen/Caterer) of the Business Component.

7.9.7.13 **Subsection D.13 (Contributions and Fees for Cost of Meals)**

7.9.7.13.1 Proposer shall describe its plan to develop and implement a process for Congregate Meal Services and Home-

Delivered Meal Services by addressing, at minimum, all of the following: enable Clients to voluntarily contribute to the cost of the Meal Services; ensure that Clients are not required to contribute to Meal Services when they request Service(s); clearly inform Clients that contributions are strictly voluntary without pressuring Clients to contribute to the cost of their meals; provide a suggested contribution amount with input from Proposer's Quality Assurance Committee; provide for appropriate signage/flyers; train Volunteers and/or paid Employees who work at the sign-in table on the donation policy with an emphasis on the voluntary and confidential nature of the contributions; and, establishes procedures for soliciting donations that provide Clients with a confidential method for making such donations.

7.9.7.13.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.13.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.13 (Contributions and Fees for Cost of Meals) of the Business Component.

7.9.7.14 **Subsection D.14 (Emergency Disaster Preparedness)**

7.9.7.14.1 Proposer shall describe its emergency plan for Congregate Meal Services and

Home-Delivered Meal Services by addressing, at minimum, all of the following: business continuity plan; communication plan; and emergency and disaster preparedness policies and procedures.

7.9.7.14.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.14.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.14 (Emergency Disaster Preparedness) of the Business Component.

7.9.7.15 **Subsection D.15 (Facilities, Equipment, and Material Resources)**

7.9.7.15.1 Proposer shall describe its facilities, equipment, and material resources by addressing, at minimum, all of the following: 1) type of facilities, equipment, and material resources (e.g., computers, handouts, flyers, etc.) which Proposer plans to utilize to provide Program Services; 2) plan to ensure premises are maintained in a clean and wholesome condition; and, 3) how the facilities, equipment, and material resources will assist Proposer in meeting Program requirements.

7.9.7.15.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit

A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.15.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.15 (Facilities, Equipment, and Material Resources) of the Business Component.

7.9.7.16 **Subsection D.16 (Proposer's Understanding of ARPA Requirements – Key Principles)**

7.9.7.16.1 Proposer shall provide a narrative that demonstrates an understanding of ARPA's key principles by addressing, at minimum, all of the following: 1) an understanding of ARPA compliance requirements; 2) Proposer's role in ensuring adequate oversight and control of ARPA Funds; 3) Proposer's responsibility for ensuring that ARPA Funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their use.

7.9.7.16.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.7.16.3 Proposer shall provide its response in Section D (Proposer's Approach to

Provide Required Services), Subsection D.16 (Proposer's Understanding of ARPA Requirements – Key Principles) of the Business Component.

7.9.7.17 Subsection D.17 (Proposer's Understanding of ARPA Requirements – Uniform Administrative Requirements)

7.9.7.17.1 Proposer shall provide a narrative that demonstrates an understanding of the Uniform Administrative Requirements by addressing, at minimum, all of the following: 1) how Proposer will effectively administrator any funding awards, apply sound management practices, and administer ARPA Funds in a manner consistent with the program objectives and terms and conditions of the award; and 2) that Proposer has robust internal controls and effective monitoring tools/resources to ensure compliance with the cost principles, which are important for building trust and accountability.

7.9.7.17.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.17.3 Proposer shall provide its response in Section D (Proposer's Approach to Provide Required Services), Subsection D.17 (Proposer's Understanding of ARPA Requirements – Uniform Administrative Requirements) of the Business Component.

7.9.7.18 **Subsection D.18 (Proposer’s Understanding of ARPA Requirements – Eligibility)**

7.9.7.18.1 Proposer shall provide a narrative that demonstrates, at minimum, all of the following: 1) an understanding of its responsibility for ensuring ARPA Funds are used for eligible purposes; and 2) that it will be able to develop and implement policies, procedures, and record retention standards.

7.9.7.18.2 Responses such as “Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, “Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)”, etc. are not a valid response and will be deemed as “non-responsive”. County may reject/disqualify the Proposal when such a determination is made.

7.9.7.18.3 Proposer shall provide its response in Section D (Proposer’s Approach to Provide Required Services), Subsection D.18 (Proposer’s Understanding of ARPA Requirements – Eligibility) of the Business Component.

7.9.7.19 **Recommendations for Additional Congregate Meal Sites**

7.9.7.19.1 In addition to the existing Congregate Meal sites listed in Appendix P (Service Delivery Data), Proposer may identify/make recommendations for a new Congregate Meal site(s) in its Proposal. Recommendations submitted by Proposer will be collected and used by County for informational purposes and will not be evaluated as part of the procurement process. Submission of any recommendations for additional Congregate Meal sites is strictly

voluntary.

7.9.8 Section E (Proposer's Quality Control Plan)

7.9.8.1 Proposer shall provide a comprehensive Quality Control Plan to be utilized by Proposer as a self-monitoring tool, which will ensure that the required Program Services are provided as specified in: Appendix A (Sample Contract), Exhibit A (Statement of Work); and, Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart).

7.9.8.2 At a minimum, the following factors shall be included in the Quality Control Plan, and Proposer shall clearly identify and label each such factor in its Plan (highlight, tab, etc.):

7.9.8.2.1 Activities to be monitored to ensure compliance with those requirements listed in Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart).

7.9.8.2.2 Monitoring methods to be used.

7.9.8.2.3 Frequency of monitoring.

7.9.8.2.4 Samples of forms to be used in monitoring.

7.9.8.2.5 Title/level and qualifications of personnel performing monitoring functions.

7.9.8.2.6 Documentation methods of all monitoring results, including any corrective action taken.

7.9.8.3 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/ disqualify the Proposal when such a determination is made.

7.9.8.4 Proposer shall provide its response in Section E (Proposer's Quality Control Plan) of the Business Component.

7.9.9 Section F (Proposer's Green Initiatives)

7.9.9.1 Proposer shall describe its plan to comply with the green requirements described in Appendix A (Sample Contract), Exhibit A (Statement of Work), Section 11.0 (Green Initiatives). Describe Proposer's current environmental policies and practices and those proposed to be implemented during the term of the Contract.

7.9.9.2 Responses such as "Proposer will follow the protocols and procedures described in Appendix A (Sample Contract), Exhibit A (Statement of Work)", "Proposer will provide all Service Categories in accordance with the requirements noted in Appendix A (Sample Contract), Exhibit A (Statement of Work)", etc. are not a valid response and will be deemed as "non-responsive". County may reject/disqualify the Proposal when such a determination is made.

7.9.9.3 Proposer shall provide its response in Section F (Proposer's Green Initiatives) of the Business Component.

7.9.10 Section G (Business Component Required Forms)

7.9.10.1 Proposer shall complete the Appendix D (Required Forms) Forms listed in Subparagraph 7.9.10.3 by providing responses to each Item on these Forms, and such responses shall address the information being requested. When any requested information does not apply, Proposer shall respond to that item by indicating "Not Applicable" as its response. Proposer shall not leave any item blank/unanswered. Proposer shall adhere to all of the instructions provided in Appendix D (Required Forms).

7.9.10.2 If Proposer's response to the information requested on these Forms indicates non-compliance with County's requirements, the Proposal may be disqualified for non-responsiveness and rejected at County's sole discretion. For example, if Proposer's response to any of the items noted on the certification in Appendix D

(Required Forms), Form D8 (Proposer's Equal Employment Opportunity Certification) is "No" then County may deem the Proposal to be non-responsive and it may be rejected.

7.9.10.3 Proposer shall complete all of the following Forms:

7.9.10.3.1 Appendix D (Required Forms), Form D5 (Certification of No Conflict of Interest)

7.9.10.3.2 Appendix D (Required Forms), Form D6 (Familiarity with County's Lobbyist Ordinance Certification)

7.9.10.3.3 Appendix D (Required Forms), Form D7 (Preference Program Consideration)

7.9.10.3.4 Appendix D (Required Forms), Form D8 (Proposer's Equal Employment Opportunity Certification)

7.9.10.3.5 Appendix D (Required Forms), Form D9 (Attestation of Willingness to Consider GAIN/GROW Participants)

7.9.10.3.6 Appendix D (Required Forms), Form D10 (County of Los Angeles Contractor Employee Jury Service Program Certification and Application for Exception)

7.9.10.3.7 Appendix D (Required Forms), Form D19 (Charitable Contributions Certification)

7.9.10.3.8 Appendix D (Required Forms), Form D20 (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

7.9.10.3.9 Appendix D (Required Forms), Form D21 (Zero Tolerance on Human Trafficking Certification)

7.9.10.3.10 Appendix D (Required Forms), Form D23 (Compliance with Fair Chance Employment Hiring Practices Certification)

7.9.10.4 **Missing and/or incomplete Forms may subject the Proposal to disqualification at County's sole determination.**

7.9.10.5 Proposer shall provide all of the Forms identified above in the order listed above in Section G (Business Component Required Forms) of the Business Component.

7.10 Proposal Format – Cost Component

7.10.1 The content and sequence of the Cost Component must be as follows:

7.10.1.1 Cost Component Cover Page

7.10.1.2 Table of Contents

7.10.1.3 Section A (Proposed Program Services)

7.10.1.4 Section B (Proposed Budget)

7.10.1.5 Section C (Budget Narrative)

7.10.2 Cost Component Cover Page

7.10.2.1 Identify this part of the Proposal as the Cost Component and include the RFP title, RFP number, and Proposer's name.

7.10.3 Table of Contents

7.10.3.1 The table of contents must be a comprehensive and sequential listing of the material included in the Proposal. This listing must present a clear definition of the material, identified by sequential page numbers and by Section and Subsection reference numbers. Use one of the following methods when preparing the table of contents:

7.10.3.1.1 Method 1 (for Sections only): Section [Section letter] (Section title) Page [number] (e.g., Section A (Proposed Program Services) Page 1).

7.10.3.1.2 Method 2 (for Sections with Subsections): Not applicable for this Cost Component.

7.10.4 Section A (Proposed Program Services)

7.10.4.1 Subsection A.1 (Independent Price Determination)

7.10.4.1.1 Proposer shall complete Appendix D (Required Forms), Form D12 (Certification of Independent Price Determination and Acknowledgement of Request for Proposals Restrictions) in accordance with the instructions provided therein.

7.10.4.1.2 **Missing and/or incomplete Form may subject the Proposal to disqualification at County's sole determination.**

7.10.4.1.3 Proposer shall provide the completed Appendix D (Required Forms), Form D12 (Certification of Independent Price Determination and Acknowledgement of Request for Proposals Restrictions) in Section A (Proposed Program Services), Subsection A.1 (Independent Price Determination) of the Cost Component.

7.10.4.2 Subsection A.2 (Congregate Meals, Home-Delivered Meals, and Telephone Reassurance Proposed Program Services)

7.10.4.2.1 **Proposer shall complete the following Forms:**

7.10.4.2.1.1 Appendix D (Required Forms), Form D25.1 (Proposed Program Services) for Congregate Meal Services (OAA Title III-C1 Funding)

7.10.4.2.1.2 Appendix D (Required Forms), Form D25.2 (Proposed Program Services) for Congregate Meal Services (Federal ARPA Funding)

7.10.4.2.1.3 Appendix D (Required

Forms), Form D25.3 (Proposed Program Services) for Home-Delivered Meal Services (OAA Title III-C2 Funding)

7.10.4.2.1.4 Appendix D (Required Forms), Form D25.4 (Proposed Program Services) for Home-Delivered Meal Services (Federal ARPA Funding)

7.10.4.2.1.5 Appendix D (Required Forms), Form D25.5 (Proposed Program Services) for Telephone Reassurance Services (OAA Title III-B Funding)

7.10.4.2.2 Accurately complete each of these Forms in accordance with the requirements provided therein, in adherence with the requirements provided in Appendix A (Sample Contract), and as directed below:

7.10.4.2.2.1 Specify the proposed unit rate(s), units of Services, and number of unduplicated Clients.

7.10.4.2.2.2 The proposed unit rate(s) shall reflect Proposer's anticipated operating costs to provide Services (Congregate Meals Services, Home-Delivered Meals Services, and Telephone Reassurance Services) for the Fiscal Year. County reserves the right to negotiate the final unit rate(s) upon selection to receive an award.

7.10.4.2.2.3 Services (Congregate

Meals Services, Home-Delivered Meals Services, and Telephone Reassurance Services) reported on each Form shall represent Proposer's agreement to perform the Services that are identified therein. County reserves the right to negotiate the final units of Services upon selection to receive an award.

7.10.4.2.2.4 The total Contract Sum Year (CSY) 1 and total Proposers Fund (PF) that is reported on Appendix D (Required Forms), Form D25.1 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.1 (Proposed Budget).

7.10.4.2.2.5 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.2 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.2 (Proposed Budget).

7.10.4.2.2.6 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.3 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.3 (Proposed Budget).

7.10.4.2.2.7 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.4 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.4 (Proposed Budget).

7.10.4.2.2.8 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.5 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.5 (Proposed Budget).

7.10.4.2.3 **Missing and/or incomplete Forms may subject the Proposal to disqualification at County's sole determination.**

7.10.4.2.4 Proposer shall provide all of the completed Forms in the order listed above in Section A (Proposed Program Services), Subsection A.2 (Congregate Meals, Home-Delivered Meals, and Telephone Reassurance Proposed Program Services) of the Cost Component.

7.10.5 **Section B (Proposed Budget)**

7.10.5.1 **Proposer shall complete the following Forms:**

7.10.5.1.1 Appendix D (Required Forms), Form D24.1 (Proposed Budget) for Congregate Meal Services (OAA Title III-C1 Funding)

7.10.5.1.2 Appendix D (Required Forms), Form D24.2 (Proposed Budget) for

Congregate Meal Services (Federal ARPA Funding)

7.10.5.1.3 Appendix D (Required Forms), Form D24.3 (Proposed Budget) for Home-Delivered Meal Services (OAA Title III-C2 Funding))

7.10.5.1.4 Appendix D (Required Forms), Form D24.4 (Proposed Budget) for Home-Delivered Meal Services (Federal ARPA Funding)

7.10.5.1.5 Appendix D (Required Forms), Form D24.5 (Proposed Budget) for Telephone Reassurance Services (OAA Title III-B Funding)

7.10.5.2 Accurately complete each of these Forms in accordance with the requirements provided therein, in adherence with the requirements provided in Appendix A (Sample Contract), and as directed below:

7.10.5.2.1 Budget shall reflect Proposer's anticipated costs and funding needed to provide Services for a Region.

7.10.5.2.2 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.1 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.1 (Proposed Budget).

7.10.5.2.3 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.2 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.2 (Proposed Budget).

7.10.5.2.4 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.3 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D

(Required Forms), Form D24.3 (Proposed Budget).

7.10.5.2.5 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.4 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.4 (Proposed Budget).

7.10.5.2.6 The total CSY1 and total PF that is reported on Appendix D (Required Forms), Form D25.5 (Proposed Program Services) shall match the total CSY1 and total PF reported on Appendix D (Required Forms), Form D24.5 (Proposed Budget).

7.10.5.2.7 Each Form shall reflect that the minimum required match contribution of twelve percent (12%) is met, and all mandatory staffing positions are included.

7.10.5.3 **Missing and/or incomplete Forms may subject the Proposal to disqualification at County's sole determination.**

7.10.5.4 Proposer shall provide all of the completed Forms in the order listed above in Section B (Proposed Budget) of the Cost Component.

7.10.6 **Section C (Budget Narrative)**

7.10.6.1 Proposer shall provide a written narrative explaining the reasonableness and necessity of each item of cost that is included in the following completed Forms:

7.10.6.1.1 Appendix D (Required Forms), Form D24.1 (Proposed Budget) for Congregate Meal Services (OAA Title III-C1 Funding)

7.10.6.1.2 Appendix D (Required Forms), Form D24.2 (Proposed Budget) for Congregate Meal Services (Federal ARPA Funding)

7.10.6.1.3 Appendix D (Required Forms), Form D24.3 (Proposed Budget) for Home-Delivered Meal Services (OAA Title III-C2 Funding)

7.10.6.1.4 Appendix D (Required Forms), Form D24.4 (Proposed Budget) for Home-Delivered Meal Services (Federal ARPA Funding)

7.10.6.1.5 Appendix D (Required Forms), Form D24.5 (Proposed Budget) for Telephone Reassurance Services (OAA Title III-B Funding)

7.10.6.2 Proposer shall provide its response in Section C (Budget Narrative) of the Cost Component.

7.11 Proposal Submission

7.11.1 Notice of Intent to Submit Proposal

7.11.1.1 In an effort to plan the evaluation portion of this solicitation, County requests Prospective Proposer that intends to submit a Proposal to complete Appendix O (Notice of Intent to Submit Proposal) and submit it to County by e-mail no later than Thursday, April 28, 2022 by 2:00 p.m. (PT) using the following e-mail address: aaarfp@wdacs.lacounty.gov.

7.11.2 The Proposal shall only be submitted in an electronic format in the form of a clearly legible PDF/scanned document(s), which shall be an exact representation of the Proposal (i.e., no pages shall be missing or misplaced, etc.). Proposer shall submit its Proposal using email only. The Proposal shall be submitted to County by the final Proposal due date and time.

7.11.3 E-mail Submission

7.11.3.1 Proposer shall submit an electronic version of the Proposal as a PDF document(s) to the following e-mail address: aaarfp@wdacs.lacounty.gov. Proposer shall submit a separate email for each Proposal. Include the following text in the subject line: AAA/ARPA-ENP-2223 RFP Proposal for *Proposer's name*. In the body of each email, Proposer shall specify, at minimum, the proposed Region and list of document(s) attached.

7.11.3.2 In the event that the full Proposal cannot be submitted as one file due to size restrictions imposed by internet service providers, Proposer shall make full attempt to submit the complete Proposal in the least number of attachments possible (e.g., must save the complete Proposal as one PDF document first and, if necessary, split the document into the least number of parts possible when submitting the Proposal in multiple emails). Proposer shall include clear descriptions of the content(s) of each attachment.

7.11.4 **Electronic Files Shall Be Free from Defect**

7.11.4.1 Proposer accepts sole responsibility for ensuring that the Proposal submitted as an electronic PDF/scanned document(s) are free from defects and can be accessed by County. When County cannot access the Proposal, it may be rejected and deemed non-responsive.

7.11.5 It is the sole responsibility of Proposer to ensure that its Proposal is received by County no later than the final Proposal due date and time. Proposer shall bear all risks associated with delays or technical issues with electronic submission. Any Proposal received after the final Proposal due date and time will not be accepted and will not be evaluated.

7.12 **Firm Offer/Withdrawal of Proposal**

7.12.1 The Proposal shall be a firm and final offer and may not be withdrawn for a period of two hundred seventy (270) days following the final Proposal due date and time.

7.12.2 Until the final Proposal due date and time, Proposer may correct errors in its Proposal by submitting another **complete** Proposal with the mistakes corrected. Proposer shall provide a written statement signed by its Authorized Representative indicating its intent to withdraw its original Proposal and re-submit a revised Proposal. Proposer shall include this written/signed statement when submitting the revised/corrected Proposal. Revised Proposals will not be accepted once the deadline for submission of Proposals has passed.

8.0 **SELECTION PROCESS AND EVALUATION CRITERIA**

8.1 **Selection Process**

8.1.1 County reserves the sole right to judge the contents of the

Proposals submitted pursuant to this RFP and to review, evaluate, and select the Successful Proposal(s). The selection process will begin with receipt of the Proposal on the final Proposal due date and time indicated in Subparagraph 7.3 (RFP Timetable). Proposals which demonstrate Proposer's adherence to the Minimum Requirements as verified by County will be evaluated by an Evaluation Team.

8.1.2 Adherence to Minimum Requirements (Pass/Fail)

8.1.2.1 County shall review Proposer's completed Appendix D (Required Forms), Form D1 (Proposer's Organization Questionnaire/Affidavit) and determine if Proposer meets the Minimum Requirements as outlined in Paragraph 3.0 (Minimum Requirements).

8.1.2.2 Proposer's failure to comply with the Minimum Requirements may eliminate its Proposal from any further consideration. County reserves the right to waive inconsequential disparities or any informalities in a Proposal if the sum and substance of the Proposal is present.

8.1.2.3 If County determines that Proposer has met and passed the Minimum Requirements (i.e., Pass/Fail Review) then the Proposal will be evaluated for scoring by the Evaluation Team.

8.1.3 Composition of Evaluation Team

8.1.3.1 Evaluation of the Proposals, which pass the Minimum Requirements review, will be completed by an Evaluation Team selected by WDACS. This Evaluation Team may include individuals from any of the following fields, which include but are not limited to: contract development/administration, program/planning operations, finance/accounting, and/or monitoring/compliance operations.

8.1.4 Evaluation of the Proposal

8.1.4.1 The Evaluation Team will evaluate the Proposals using the evaluation approach described in this solicitation. All Proposals will be evaluated based on the criteria listed in this Paragraph 8.0. County may, at its sole discretion, invite Proposers being evaluated to make a verbal presentation.

8.1.4.2 County reserves the right to conduct an on-site monitoring visit(s) as part of the evaluation and selection process when Proposer is new to County's ENP and when Proposer proposes a new Congregate Meal site(s) – County will conduct an on-site monitoring visit for each new proposed Congregate Meal site. County may use the information collected during this on-site monitoring visit as part of the final selection process. In addition to scoring the Proposal, County may use the results of the on-site monitoring visit as an additional element when making the final decision to grant a Contract.

8.1.4.3 **Clarification of Proposal Elements**

8.1.4.3.1 County may, at its sole option, contact Proposer(s) for clarification of submitted information.

8.1.4.4 **Proposal Score**

8.1.4.4.1 Qualifying Proposals that pass the Minimum Requirements review as described in Subparagraph 8.1.2 (Adherence to Minimum Requirements (Pass/Fail)) will be evaluated and scored using a numerical point value. The Evaluation Team will use an evaluation tool containing rating criteria to determine the score of the Proposal. The maximum score that a Proposal can receive is 10,000 points. These points are divided between the Business Component and the Cost Component. The Business Component is worth a maximum of 6,000 points and the Cost Component is worth a maximum of 4,000 points.

8.1.4.4.2 The final score for each Proposal will be used to rank the Proposals from highest to lowest for each Region. In the event that multiple Proposals receive the same score and rank, County reserves the right to select Proposals that are determined by County to best meet the needs of County.

8.1.4.4.3 Proposals will be evaluated based on the Region for which Proposer has applied. For example, all Proposals submitted for the Santa Clarita Valley Region will be evaluated in relation to County's need for Program Services in the Santa Clarita Valley Region. As such, the maximum score that a Proposal can receive when it is submitted for a Region is 10,000 points.

8.1.4.5 Missing Forms

8.1.4.5.1 In the event that Proposer is selected to receive a Contract and it did not submit a Form(s) as part of its Proposal, County will not recommend Proposer to the Board of Supervisors for the Contract unless/until Proposer has submitted the proper Form(s) as directed by County (i.e., Successful Proposer shall submit any missing Form to County prior to recommendation for the Contract).

8.1.5 Prospective Contractor(s)

8.1.5.1 County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, that another Proposal is the most overall qualified, cost-effective, responsive, responsible, and best meets the needs of County.

8.1.5.2 Through this RFP process, County intends to select Successful Proposals which demonstrate that Proposers meet the qualifications, standards, and capacity requirements outlined in this solicitation document and can provide Services to Clients pursuant to the requirements outlined in Appendix A (Sample Contract), Exhibit A (Statement of Work). Altogether, County anticipates selecting approximately nine (9) Successful Proposals (which includes selecting the highest scoring Proposal for each Region) for the agreed-upon Services.

8.1.5.3 County retains the right to modify the number of Proposals to be selected (in total and/or by Region)

when such selection best meets County's planning and service area needs.

8.1.5.4 After Successful Proposer has been selected, County and Successful Proposer will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. County may negotiate modifications of the Successful Proposal to ensure that all necessary Program requirements are met prior to award of the Contract. Such negotiations may include but are not limited to the following items: unit rates, units of Services, Service Categories, Congregate Meal sites, Home-Delivered Meal routes, etc. If a satisfactory Contract cannot be negotiated, County may, at its sole discretion, begin Contract negotiations with the next qualified Proposer who submitted a Proposal, as determined by County. The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the Prospective Contractor.

8.2 Intentionally Omitted

8.3 Disqualification Review

8.3.1 A Proposal may be disqualified from consideration when County determines it is a non-responsive Proposal at any time during the review/evaluation process. A Proposal may also be disqualified due to a determination of Proposer's non-responsibility in accordance with Subparagraph 5.9 (Determination of Proposer Responsibility). If County determines that the Proposal is disqualified due to non-responsiveness and/or non-responsibility, County shall notify Proposer in writing (written determination of non-responsiveness/non-responsibility). In this written determination of non-responsiveness/non-responsibility, County will provide Proposer an opportunity to request a Disqualification Review within a specified timeframe.

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

8.3.3 A request for a Disqualification Review shall satisfy all of the following criteria:

8.3.3.1 The request for a Disqualification Review is submitted

timely (i.e., by the date and time specified in the written determination of non-responsiveness/non-responsibility).

8.3.3.2 The request for a Disqualification Review asserts that County's determination of disqualification due to non-responsiveness/non-responsibility was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

8.3.4 At County's sole determination, the request for a Disqualification Review may be denied if the request does not meet all of the criteria listed in Subparagraph 8.3.3. The Disqualification Review shall be completed by County and a written determination shall be provided to the requesting Proposer prior to the conclusion of the evaluation process. The results of the Disqualification Review are final and no further appeals will be allowed.

8.4 Business Component Evaluation and Criteria (6,000 Maximum Points)

8.4.1 Proposer's Qualifications (2,000 Maximum Points)

8.4.1.1 Proposer's Background and Experience (100 Maximum Points)

8.4.1.1.1 Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required Services based on the information provided in Subparagraph 7.9.6.2 (Subsection C.1 (Proposer's Background and Experience)).

8.4.1.2 Proposer's Background and Experience – References (900 Maximum Points)

8.4.1.2.1 Proposer will be evaluated on the verification of references based on the information provided in Subparagraph 7.9.6.3 (Subsection C.2 (Proposer's References)). Each reference will be evaluated and scored individually and the maximum possible points available for each reference is 300 points. Therefore, the total maximum points for this Subsection C.2 is worth 900 points. In

the event that a reference's point of contact cannot be reached within three (3) attempts by County or Contact does not respond to County's request within the timeframe designated by County, Proposer shall receive zero (0) points for the scoring of that reference.

8.4.1.2.2 In addition to the references provided, County will also review County's Contract Database and Contractor Alert Reporting Database, if applicable; these databases provide vendor's past performance history on County and other contracts. This portion of the evaluation may result in point deductions pursuant to the County of Los Angeles Contractor Alert Reporting Database Manual. Altogether, the reviews of County's database(s) may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category (i.e., **this review may result in a maximum of 900 points that may be deducted under this evaluation criteria.**). If the maximum number of **900** points are deducted as a result of the reviews of County's database(s) then the Proposal may be disqualified in its entirety, deemed non-responsive, and it may not be evaluated further.

8.4.1.2.3 The Proposal will also be evaluated based on a review of Proposer's list of expired and terminated contracts. Such review will be conducted to determine the significance of the termination of any contracts. **This review may result in a maximum of 100 points that may be deducted under this evaluation criteria.**

8.4.1.3 **Financial Capability (1,000 Maximum Points)**

8.4.1.3.1 The Proposal will be evaluated to determine Proposer's financial capability as provided in Subparagraph 7.9.6.4

(Subsection C.3 (Financial Capability)). County shall review Proposer's financial capability using the financial criteria set forth by the County of Los Angeles Department of the Auditor-Controller and the information/documentation provided in the Proposal.

8.4.1.4 Proposer's Pending Litigation and Judgments (100 Maximum Possible Point Deductions)

8.4.1.4.1 The Proposal will be evaluated to determine the significance of any litigation or judgments pending against Proposer and/or its principals as provided in Subparagraph 7.9.6.5 (Subsection C.4 (Proposer's Pending Litigation and Judgments)). **This review may result in a maximum of 100 points that may be deducted under this evaluation criteria.**

8.4.2 Proposer's Approach to Providing Required Services (3,600 Maximum Points)

8.4.2.1 For each of the evaluation areas identified below, the Proposal will be evaluated and scored based on the methodology Proposer shall use to meet County's requirements as provided in Subparagraph 7.9.7 (Section D (Proposer's Approach to Provide Required Services)). The maximum points for each evaluation area include:

8.4.2.1.1 **Proposer's Ability to Meet County's Objectives for Congregate Meal Services (600 Maximum Points)**

8.4.2.1.2 **Proposer's Ability to Meet County's Objectives for Home-Delivered Meal Services (600 Maximum Points)**

8.4.2.1.3 **Emergency Meal Services (250 Maximum Points)**

8.4.2.1.4 **Telephone Reassurance Services (200 Maximum Points)**

8.4.2.1.5 **Target Population – (200 Maximum**

Points)

- 8.4.2.1.6 **Client Assessment – Congregate Meals (200 Maximum Points)**
- 8.4.2.1.7 **Client Assessment – Home-Delivered Meals (200 Maximum Points)**
- 8.4.2.1.8 **Home-Delivered Meals Waiting List (200 Maximum Points)**
- 8.4.2.1.9 **Mandatory Coordination with County’s Dietary Administrative Support Services Program Contractor (100 Maximum Points)**
- 8.4.2.1.10 **Mandatory Coordination with County’s Disease Prevention and Health Promotion Program Contractor (100 Maximum Points)**
- 8.4.2.1.11 **Mandatory Coordination with County’s CalFresh Healthy Living Program Contractor (100 Maximum Points)**
- 8.4.2.1.12 **Central Kitchen/Caterer (200 Maximum Points)**
- 8.4.2.1.13 **Contributions and Fees for Cost of Meals (150 Maximum Points)**
- 8.4.2.1.14 **Emergency Disaster Preparedness (100 Maximum Points)**
- 8.4.2.1.15 **Facilities, Equipment and Material Resources – (100 Maximum Points)**
- 8.4.2.1.16 **Proposer’s Understanding of ARPA Requirements – Key Principles – (100 Maximum Points)**
- 8.4.2.1.17 **Proposer’s Understanding of ARPA Requirements – Uniform Administrative Requirements – (100 Maximum Points)**

8.4.2.1.18 Proposer's Understanding of ARPA Requirements – Eligibility – (100 Maximum Points)

8.4.3 Proposer's Quality Control Plan (200 Maximum Points)

8.4.3.1 The Proposal will be evaluated and scored based on Proposer's ability to establish and maintain a complete Quality Control Plan to ensure the requirements of Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed Appendix A (Sample Contract), Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) as provided in Subparagraph 7.9.8 (Section E (Proposer's Quality Control Plan)).

8.4.4 Proposer's Green Initiatives (200 Maximum Points)

8.4.4.1 The Proposal will be evaluated and scored based on Proposer's current environmental policies and practices as well as those proposed to be implemented during the term of the Contract as provided in Subparagraph 7.9.9 (Section F (Proposer's Green Initiatives)).

8.5 Cost Component Evaluation and Criteria (4,000 Maximum Points)]

8.5.1 Cost Effectiveness of Unit Rates (2,000 Maximum Points)

8.5.1.1 The Proposal will be evaluated and scored to determine the most cost-effective average unit rates for both Congregate Meal Services and Home-Delivered Meal Services based on the information Proposer has reported in Appendix D (Required Forms), Form D25.1 (Proposed Program Services), Appendix D (Required Forms), Form D25.2 (Proposed Program Services), Appendix D (Required Forms), Form D25.3 (Proposed Program Services), Appendix D (Required Forms), Form D25.4 (Proposed Program Services), and Appendix D (Required Forms), Form D25.5 (Proposed Program Services). The average unit rates shall be determined as follows:

8.5.1.1.1 Congregate Meal Services: The unit rates for all Congregate Meal Services (i.e., American Meals and Ethnic Meals)

that Proposer will provide will be added and the sum will be divided by the number of proposed Congregate Meal Services (i.e., American Meals and Ethnic Meals) in order to determine the average Congregate Meal Services unit rate. For example, if Proposer states that it will provide American Meals for \$3.00/meal and Ethnic Meals for \$2.00/meal then the average unit rate will be determined as follows: $(\$3.00 + \$2.00) / 2 = \$2.50$.

8.5.1.1.2 Home-Delivered Meal Services: The unit rates for all Home-Delivered Meal Services (i.e., Hot Meals, Frozen Meals, and Emergency Meals) that Proposer will provide will be added and the sum will be divided by the number of proposed Home-Delivered Meal Services (i.e., Hot Meals, Frozen Meals, and Emergency Meals) in order to determine the average Home-Delivered Meals unit rate. For example, if Proposer states that it will provide Hot Meals for \$3.00/meal, Frozen Meals for \$2.50/meal, and Emergency Meals for \$3.00/meal then the average unit rate will be determined as follows: $(\$3.00 + \$2.50 + \$3.00) / 3 = \2.83 .

8.5.1.2 The lowest average unit rate will be determined, and all other Proposals will be compared to the Proposal with the lowest average unit rate. Points will be awarded to the other Proposals in proportion to the Proposal with the lowest average unit rate. Should one or more Proposers request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest average unit rate will be determined as follows:

8.5.1.2.1 Fifteen percent (15%) of the lowest average unit rate will be calculated to determine the Preference Amount. The Preference Amount will be deducted from the average unit rate for Proposer(s) who

requested and were granted a Preference. This would effectively decrease the average unit rate for Proposer who qualifies to receive the Preference (only for purposes of determining the lowest cost unit rate).

8.5.1.2.2 In no case shall any Preference be combined to exceed fifteen percent (15%) of the average unit rate for Proposer who meets the specifications for the Preference (i.e., when Proposer requests and is certified under more than one (1) of the Preference Programs, only one (1) Preference of fifteen percent (15%) will be applied to the Proposal).

8.5.1.3 Each of the following evaluation areas will be scored based on the maximum points identified below:

8.5.1.3.1 **Congregate Meal Services (875 Maximum Points)**

8.5.1.3.2 **Home-Delivered Meal Services (875 Maximum Points)**

8.5.1.3.3 **Telephone Reassurance Services – Telephone Calls (250 Maximum Points)**

8.5.2 Proposed Budget (1,000 Maximum Points)

8.5.2.1 The Proposal will be evaluated and scored based on the completed Appendix D (Required Forms), Form D24.1 (Proposed Budget), Appendix D (Required Forms), Form D24.2 (Proposed Budget), Appendix D (Required Forms), Form D24.3 (Proposed Budget), Appendix D (Required Forms), Form D24.4 (Proposed Budget) and Appendix D (Required Forms), Form D24.5 (Proposed Budget) as provided in Subparagraph 7.10.5 (Section B (Proposed Budget)).

8.5.3 Budget Narrative (1,000 Maximum Points)

8.5.3.1 The budget narrative will be evaluated and scored based on its adherence to the requirements as provided in Subparagraph 7.10.6 (Section C (Budget Narrative)).

8.6 Intentionally Omitted

8.7 County's Proposed Contractor Selection Review

8.7.1 County's Debriefing Process

8.7.1.1 Upon completion of the evaluation and selection of the Successful Proposer(s), County shall notify the non-selected Proposers in writing that County is entering negotiations with Successful Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a debriefing within the timeframe specified in County's letter. A request for a debriefing may, in County's sole discretion, be denied if the request is not received within the specified timeframe.

8.7.1.2 The purpose of the debriefing is to compare the non-selected Proposer's Proposal to the solicitation document with the evaluation document. Non-selected Proposer shall be debriefed only on its Proposal. Because Contract negotiations are not yet complete, Proposals from other Proposers shall not be discussed, although County may inform non-selected Proposer of its relative ranking.

8.7.1.3 If non-selected Proposer is not satisfied with the results of the debriefing, County will instruct non-selected Proposer of the manner and timeframe in which it must notify County of its intent to request a Proposed Contractor Selection Review as noted in Subparagraph 8.7.2 (Proposed Contractor Selection Review).

8.7.2 Proposed Contractor Selection Review

8.7.2.1 If non-selected Proposer is not satisfied with the results of the debriefing, County will inform non-selected Proposer of its right to request a Proposed Contractor Selection Review. County will provide non-selected Proposer the Notice of Intent to Request a Proposed Contractor Selection Review form and will instruct non-selected Proposer on the procedures to complete and submit the form to County within the designated timeframe. A request for a Proposed Contractor Selection Review may be denied, in County's sole discretion, if the Notice of Intent to Request a Proposed Contractor Selection Review is not received within the specified timeframe.

8.7.2.2 Non-selected Proposer that has timely submitted a Notice of Intent to Request a Proposed Contractor Selection Review as described in Subparagraph 8.7.2.1 may subsequently submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as specified by County.

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

8.7.2.3.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by County).

8.7.2.3.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

8.7.2.3.2.1 County materially failed to follow procedures specified in its solicitation document, including: failure to correctly apply the standards for reviewing the Proposal format requirements; failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Proposals as specified in the solicitation document; or use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

8.7.2.3.2.2 County made identifiable mathematical or other errors in evaluating Proposals, resulting in Proposer receiving an

incorrect score and not being selected as the recommended Contractor.

8.7.2.3.2.3 A member of the Evaluation Team demonstrated bias in the conduct of the evaluation.

8.7.2.3.2.4 Another basis for review as provided by State or Federal law.

8.7.2.3.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for County's alleged failure, Proposer would have been the lowest cost and most responsive and responsible Proposal or the highest-scored Proposal, as the case may be.

8.7.2.4 Upon completing the Proposed Contractor Selection Review, County shall issue a written determination to non-selected Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review and always before the date the Contract recommendation is to be heard by the Board of Supervisors. The written determination shall also instruct non-selected Proposer of the manner and timeframe for requesting a County Independent Review as described in Subparagraph 8.8 (County Independent Review).

8.8 County Independent Review

8.8.1 Upon receipt of County's written determination in response to the Proposed Contractor Selection Review, non-selected Proposer who is not satisfied with this written determination may submit a written request for a County Independent Review in the manner and timeframe specified by County.

8.8.2 The request for a County Independent Review may be denied, in County's sole discretion, if the request does not satisfy all of the following criteria:

8.8.2.1 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by

County).

8.8.2.2 The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Subsection 8.7.2 (Proposed Contractor Selection Review).

8.8.3 Upon completion of the County Independent Review, the County of Los Angeles Internal Services Department will forward the final report to WDACS and WDACS will provide a copy of the final written determination to non-selected Proposer.