County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400

"Enriching Lives"

Margaret Donnellan Todd
County Librarian

July 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AWARD A TRANSPORTATION DELIVERY SERVICES CONTRACT FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve the proposed contract with Valley Couriers, Inc. (Contractor) to provide transportation delivery services to 90 library facilities located throughout the County as a result of a Request for Proposal (RFP) released on July 16, 2012.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that transportation delivery services for the Public Library can be performed more economically by an independent contractor than by County employees.

2. Approve and instruct the Chairman to sign the proposed contract with Valley Couriers, Inc., to provide transportation delivery services to the Public Library for a period of four years, with one one-year renewal option, and month-to-month extensions not to exceed a total of six months, at an annual contract sum not to exceed $841,844.89, which is comprised of the Contractor's annual fee of $701,537.41 and an annual estimate for unanticipated work of $140,307.48. The contract will become effective upon your Board's approval or August 1, 2013, whichever is later.

3. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.

4. Approve and delegate authority to the County Librarian, or designee, to execute amendments to

add or delete the number of library facilities or the days of service covered by the contract over the contract term, and to adjust the Contractor's annual fee included in the annual contract sum due to such increases or decreases, not to exceed twenty percent (20%) of the annual contract sum originally approved by the Board.

5. Approve and delegate authority to the County Librarian or her designee to execute amendments for future unanticipated changes in the scope of work, and to increase the contract amount to cover the cost of such changes, but the cost shall not exceed 10% of the current annual contractor's fee.

6. Approve and delegate authority to the County Librarian, or designee, to execute amendments to modify the annual estimate for unanticipated work included in the annual contract sum, not to exceed twenty percent (20%) of the Contractor's annual fee, based on future approved changes to the Contractor's annual fee.

7. Approve and delegate authority to the County Librarian, or designee, to execute amendments to exercise the renewal option and month-to-month extensions not to exceed six months under the terms of the contract.

8. Approve and delegate authority to the County Librarian, or designee, to execute amendments to implement additions and/or change of certain terms as required by the Board or Chief Executive Officer during the term of the contract, and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Transportation delivery services are essential to the Public Library's operation. Approval of the recommended actions will ensure that the Public Library will continue to receive delivery services to and from the 90 library facilities identified in Attachment A, with no lapse in service.

The recommended actions are submitted based upon a finding that the provision of transportation delivery services for the affected County facilities can be performed more economically by an independent contractor. The contract with Valley Couriers, Inc., will become effective upon your Board's approval or August 1, 2013, whichever is later.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the area of Operational Effectiveness (1).

FISCAL IMPACT/FINANCING

The annual contract sum of $841,844.89 will allow the payment of the Contractor's annual fee of $701,537.41, and the annual estimate for unanticipated work of $140,307.48, 20% of the Contractor's annual fee.

Funding for the annual contract sum is included in the Public Library's Operating Budget. Use of this contract for unanticipated work will be based on actual need. If no such need arises, the contract amount and funding for unanticipated work will not be used or expended.

The recommended Contractor's annual cost of $701,537.41 represents a cost savings of $355,183.00 (34%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The cost analysis in Attachment B is calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed contract does not include any cost-of-living increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified but did not require a meeting with the Public Library regarding the proposed contract. Advanced copies of the RFP, the proposed contract and the Board Letter have been provided to SEIU Local 721.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of transportation delivery services for the Public Library. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and the Contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage.

The proposed contract contains a provision, (to which the recommended Contractor agrees), that requires the Contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended Contractor further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program and the Safely Surrendered Baby Law.

The proposed contract also contains a provision that requires the recommended Contractor to provide and maintain a performance security throughout the term of the contract. The performance security will be written in an amount equal to 100% of the Contractor's annual fee.

On final analysis and consideration of the awards, the recommended Contractor was selected without regard to gender, race, color, creed, or national origin.

County Counsel has reviewed and approved the proposed contract as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On July 16, 2012, proposals were solicited through the Internal Services Department's purchasing website, from the vendors listed on Attachment C. Proposals were also solicited from vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database, also on Attachment C.

Advertisements were placed in the Los Angeles Times, Daily News, and Metropolitan News Enterprise.

On July 26, 2012, the mandatory proposers' conference was held to provide prospective contractors with an overview of the solicitation document and process. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions.

On August 13, 2012, the Public Library received only one proposal, Valley Couriers, Inc. Their proposal was reviewed to ensure the receipt of proper documentation. The CBE information is summarized in Attachment D.

The proposal was reviewed within the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and living wage compliance. The Public Library also reviewed available resources to assess the recommended Contractors' past performance, and history of labor law violations.

The Public Library determined, through the solicitation process, that transportation delivery services for the Public Library can be performed more economically by an independent contractor, and recommends awarding a contract to Contractor.

Contractor will pay its full-time employees providing County services a living wage of not less than $11.84 per hour, if contractor contributes less than $2.20 per hour towards health care benefits, or not less than $9.64 per hour, if contractor contributes at least $2.20 per hour towards health care benefits. The Proposition A Contract – Employee Wages & Benefits form summarizing and comparing the Contractor's wages and benefits to those of the County is attached (Attachment E).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contract will assure the continuation of transportation delivery services to the Public Library facilities without interruption.

CONCLUSION

Please return to the Public Library two fully conformed copies of the contract with original signatures.

Respectfully submitted,

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:EM:ml

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

Attachment A

COUNTY OF LOS ANGELES PUBLIC LIBRARY
Transportation Delivery Services
Library Facilities

First District

Anthony Quinn
Bell Gardens
Claremont
El Camino Real
Huntington Park
Leland R. Weaver
Norwood
Rosemead
Walnut
Baldwin Park
Chet Holifield
Cudahy
El Monte
Huntington Park Disc
Maywood Cesar Chavez
Pico Rivera
South El Monte
West Covina
Bell
City Terrace
East Los Angeles
Hollydale
La Puente
Montebello
Rivera
Sunkist

Second District

A.C. Bilbrew
Culver City Julian Dixon
Florence
Hawthorne
Lennox
View Park
Woodcrest
Carson
Dr. Martin Luther King, Jr.
Gardena Mayme Dear
Juvenile Hall
Lynwood
Willowbrook
Compton
East Rancho Dominguez
Graham
Lawndale
Masao W. Satow
Wiseburn

Third District

Agoura Hills
Topanga
Malibu
West Hollywood
San Fernando
Westlake Village

Fourth District

Alondra
Avalon
George Nye, Jr.
Hermosa Beach
Lloyd Taber-Marina Del Rey
Manhattan Beach
Rowland Heights
Angelo M. Iacoboni
Clifton M. Brakensiek
Hacienda Heights
La Mirada
Lomita
Norwalk
Sorensen
Artesia
Diamond Bar
Hawaiian Gardens
Library Headquarters
Los Nietos
Paramount
South Whittier

Fifth District

Acton Agua Dulce
Duarte
La Verne
Littlerock
San Dimas
Antelope Valley Bookmobile
Castaic
La Canada Flintridge
Lake Los Angeles
Live Oak
San Gabriel
Santa Clarita Bookmobile
Charter Oak
La Crescenta
Lancaster
Quartz Hill
Temple City
Stevenson Ranch
Express Library

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Transportation Delivery Services

County Cost
Direct

Salaries

Position	Monthly Salary (2)	No. of Positions (2)	Top Step Variance	No. of Months		Total
Supervisor	$3,751.64	0.94	0.947875	12	40,254	
Drivers	$3,194.55	9.99	0.947875	12	363,124	
Dispatcher	$3,125.00	0.94	0.947875	12	33,530	
Sub-Total Salaries					436,909	
Employee Benefits	45.61%				199,274	
						$ 636,182

Services & Supplies

	Monthly Cost	No. of Months		Total
Supplies & Materials (7)	22,713.75	12	272,565	
(cleaning Supplies & paper goods)		12		
Uniform (3)	8.57	12	103	
Mileage (4)	1283		138,769	
Total Services & Supplies				$ 411,437

Description	Monthly Cost	No. of Months		Total
Equipment - Ongoing (5)			0	
Equipment - One-Time Start Up (6)			9,100	
Total Equipment				$ 9,100
Fixed Asset - One-Time				

Indirect

Avoidable Overhead	0
Total Estimated Avoidable Costs	**$ 1,056,720**

Contracting Costs
Direct

Contract Cost	$ 701,537

Indirect Cost

Contract Monitoring	0
Total Contract Costs	**$ 701,537**

Estimated Savings from Contracting	**$ 355,183**
(Avoidable Costs Less Contract Costs)	**34%**

TRANSPORTATION DELIVERY SERVICES
COUNTY VS. CONTRACTOR COSTS
Contractor - Valley Couriers, Inc.
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Driver Supervisor	0.94	1.00	(0.06)
Drivers	9.99	8.00	1.99
Dispatcher	0.94	2.00	(1.06)
TOTAL STAFFING	11.88	11.00	0.88
S & EB			
Salaries	$436,909	$267,581	$169,328
Employee Benefits	199,274	46,960	152,314
TOTAL S & EB	$636,183	$314,542	$321,641
SERVICES AND SUPPLIES			
Supplies & Material	$272,565	$91,090	$181,475
Uniforms	103		103
Services	0	65,321	(65,321)
Telephone/Utilities	0	3,050	(3,050)
Other		10,800	(10,800)
Mileage	138,769	144,759	(5,989)
TOTAL SERVICES AND SUPPLIES	$411,437	$315,020	$96,418
EQUIPMENT			
Equipment - ongoing		$1,000	($1,000)
Equipment - one time startup	9,100	0	9,100
TOTAL EQUIPMENT	$9,100	$1,000	$8,100
TOTAL SERVICES/SUPPLIES/EQUIPMENT	$420,537	$316,020	$104,518
General Liability/Auto Insurance	0		0
General Accounting/Bookkeeping	0	7,200	(7,200)
CONTRACT MONITORING	0	0	0
OVERHEAD & PROFIT	0	63,776	(63,776)
TOTAL COUNTY VS. CONTRACT COSTS	1,056,720	701,537	355,183

Attachment B

PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
9 ROUTES
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
VALLEY COURIERS, INC.

Salaries					
Position	Full Time Equivalent (1)		Hourly Rate/monthly Rate		Total (2)
Driver Supervisor		0.80	$16.00		26,624
Drivers		8.44	12.49		220,174
Dispatcher		0.80	12.49		20,783
		Total Salaries:		$	267,580
Employee Benefits		12.00	3,913.38	(3) $	46,961
Total Salaries and Employee Benefits				$	314,541
Equipment		# of Months	Cost/Month		Total
	Vehicle	12	4,500		54,000
	Office equipment	12	83		1,000
			Total Equipment		55,000
Services and Supplies					
	Supplies	12	391		4,690
	Services	12	17,507		210,080
	Telephone/Utilities	12	254		3,050
	Other	12	900		10,800
			Total S & S		
Total Equipment/Services and Supplies				$	283,620
General Liability/Auto Insurance		12	2,700	$	32,400
General Accounting/Bookkeeping		12	600	$	7,200
Overhead/Profit		12	5,315	(4) $	63,776
CONTRACTING COSTS				$	701,537

Notes:

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2088 (Supervisor- 1664.04 propsed Annual hrs./2088=0.80 Drivers 17628.36 Proposed Annual hrs./2088=8.44,Dispatcher-1664.04 Proposed Annual hrs/2088=0.80)

(2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.

(3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.

(4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared
Transportation Delivery Services
Notes to the Contract Analysis

1) Annual salaries have been calculated according to salary schedule effective on 7/31/12.

2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for 9 routes. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1764.
(information provided by Contract Section)

3) Short sleeve shirt + Pants =Total cost (including Taxes)
$17.85+$29.45 =**$ 47.30**
$47.30X2 (uniform per employee)=$94.60
$94.60 X 8.75% =**$ 8.278**
$94.60+$8.28 =**$ 102.88**
$102.88/12 mo. = $8.57
(information provided by Contract Section)

4) See attached Mileage Computations.

5) The monthly ongoing equipment cost
(information not provided by Contract Section)

6) Equipment Start Up Costs include items required for 9 routes.
Cost based on agreement vendor's quote include shipping cost and 8.75% tax.
(information provided by Contract Section)

Hand Truck, Dollly, 500lbs		$257.09
Leather drivers gloves		11.85
Radios		3,753.76
Lifting Belt		21.91
	Sub-total	$4,044.61
$4,044.61 x 9 routes		$ 36,401.49
Cost spread over four-years		
$36,401.49 / 4		$9,100.37

7) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation.
(information provided by Contract Section)

County of Los Angeles Public Library
Valley Couriers, Inc.
Mileage Computation for Drivers

Number of (1) Drivers	Library location	(2) and (3) Mileage (one way) (2)
1	Route 100 West	161
		$17,413.76
1	Route 100 East	252
		$27,256.32
1	Route 100 South	152
		$16,440.32
1	Route 300 West	134
		$14,493.44
1	Route 300 East	120
		$12,979.20
1	Route 500	104
		$11,248.64
1	Route 600	118
		$12,762.88
1	Route 800 North	122
		$13,195.52
1	Route 800 South	120
		$12,979.20
		$1,283.00
9		
		$138,769.28
		138,769.28

Notes:

The breakdown of the man hours proposed by the contractor.

(1) Full-time equivalent calculated by adding the number of hours the position will spend at each library multiplied by 12mo and divided by the county's annual productive working hours of 1,764.

(2) Formula: Mileage one way x 4 days x 52 weeks x .52 x # Drivers. The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home,but for purposes of this spreadsheet, we did not account for the additio miles, but it would only make the contractor more cost-effective.

Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
11736201	A-LINE MESSENGER SERVICE 8399 TOPANGA CYN BLVD #213, , WEST HILLS, CA, 91304	(818) 226-1325	
13625301	ACCURATE COURIER SERVICES INC 11022 SANTA MONICA BLVD., SUITE 100, LOS ANGELES, CA, 90025	(310) 481-7128 Ext:112	
11832101	ACE ATTORNEY SERVICE INC 811 WILSHIRE BLVD., STE. 900, , LOS ANGELES, CA, 90017-2637	(213) 623-3979	View
52486101	ACRO PRECISION 16930 S. MAIN STREET, , GARDENA, CA, 90248	(310) 324-9922	
52486102	ACRO PRECISION 19110 S. VERMONT AVE., , GARDENA, CA, 90248-4413	(310) 324-9922	
14912301	ADAM R SHOOK SHE SPYS, 151 S. 9TH AVENUE SUITE L, CITY OF INDUSTRY, CA, 91746-3348	(213) 485-0555	
11776901	AERONET WORLDWIDE 42 CORPORATE PARK., STE. 150, , IRVINE, CA, 92606-3103	(949) 474-3000 Ext:26	
10131601	AIR & SURFACE COURIERS PO BOX 3059, 2685-B DOW AVENUE, TUSTIN, CA, 92781-3059	(714) 573-1207 Ext:201	
05243001	ALICE Y SHOOK 151 S. 9TH STREET, SUITE L, CITY OF INDUSTRY, CA, 91746	(626) 333-7555	
16113001	ALL AROUND SO CAL COURIER INC 1821 WEST 213TH. ST UNIT J, , TORRANCE, CA, 90501	(310) 320-6668	
13336901	ALL COUNTIES COURIER INC 16931 MILLIKAN AVENUE, , IRVINE, CA, 92606	(949) 224-0900 Ext:200	
15363101	ALL VALLEY REPROGRAPHICS &PLAN ROOM INC 456 EAST AVE K-4 SUITE #10, , LANCASTER, CA, 93535	(661) 945-3400	

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Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
12633401	ALLWAYS EXPRESS INC. 16102 HART ST., , VAN NUYS, CA, 91406-3903	(818) 904-0800 Ext:15	
15424801	ALTEGRITY RISK INTERNATIONAL 570 LEXINGTON AVE., 7TH FLOOR, NEW YORK, NY, 10022-6711	(724) 458-1750 Ext:1614	
14462201	ALTERNATIVE FOR SENIORS MEDS/ MEDICAL SUPPLY CARRIER MEDICAL SUPPLY CARRIER, 1807 SOUTH GENESEE AVE, LOS ANGELES, CA, 90019-5032	(323) 933-9014	
15311301	ANA ARROYO DBA JAA DELIVERY 7840 MORELLA AVE, , NORTH HOLLYWOOD, CA, 91605	(818) 621-8397	
14582001	APOLLO COURIERS INC. 1039 W. HILLCREST BL., , INGLEWOOD, CA, 90301	(310) 337-0377	
11883701	AV HAULING & DELIVERY PLUS PO BOX 901924, , PALMDALE, CA, 93590-1924	(661) 266-7524	
15914001	BEAVEX COURIER 15111 S. FIGUEROA ST, , GARDENA, CA, 90248	(916) 717-4392	
14737801	BEST DELIVERY 9108 PITTSBURGH, , RANCHO CUCAMONGA, CA, 91730	(909) 484-8600	
12079901	BRINKS INCORPORATED 1120 VENICE BLVD., , LOS ANGELES, CA, 90015-3214	(661) 723-6977	
10642901	BUSY BEE CLEANING 1 S. LOCUST ST., # 134-A, , INGLEWOOD, CA, 90301-1820	(310) 879-1833	
13145201	CAL NATIONAL MESSENGER 26500 W. AGOURA RD., #102, 788, CALABASAS, CA, 91302	(213) 272-6161	
10954101	CALIFORNIA COURIER SERVICE INC 11022 SANTA MONICA BLVD., SUITE 100, LOS ANGELES, CA, 90025	(310) 481-3937	

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Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
10954102	CALIFORNIA COURIER SERVICE INC 6955 LA TIJERA BLVD., STE. D, , LOS ANGELES, CA, 90045-1932	(310) 568-2792	
14098801	COURIER SOLUTIONS 5042 WILSHIRE BLVD SUITE 289, , LOS ANGELES, CA, 90036	(213) 382-8662	
11461401	DIGALO YA! 5609 COLFAX AVE., APT. 163, , NORTH HOLLYWOOD, CA, 91601-1728	(818) 769-0452	
15196101	DISCOUNT COURIER SERVICES DCS SERVICES, 2549-B EASTBLUFF DR STE 176, NEWPORT BEACH, CA, 92660	(949) 500-3326	
10738901	DOCUMENT DIVERSITY, INC. 321 E. CHILTON DR., , CHANDLER, AZ, 85225-1109	(480) 632-0049	
13143001	DRUM DOCTORS LLC 520 COMMERCIAL ST., , GLENDALE, CA, 91203	(818) 244-8123	
12679701	DYNAMIC DELIVERY, INC 20944 SHERMAN WAY., STE. 215, , CANOGA PARK, CA, 91303-3645	(818) 598-8700	
12679702	DYNAMIC DELIVERY, INC 1710 MOORPARK ROAD SUITE 60, , THOUSAND OAKS, CA, 91360	(818) 598-8700	
11105501	EDWARD DE OCA 335W64THST, , LOS ANGELES, CA, 90003	(323) 855-8825	
11398501	ENTERPRISE COURIER 26893 BOUQUET CANYON RD. # 345, SUITE C - #345, SANTA CLARITA, CA, 91350-2374	(661) 296-1685	
51157201	EXECUTIVE COURIER SERVICES INC 20710 LEAPWOOD AVE., STE. G, , CARSON, CA, 90746-3643	(310) 329-4111	
51157202	EXECUTIVE COURIER SERVICES INC 20630 LEAPWOOD AVE., STE. D, , CARSON, CA, 90746-3660	(310) 940-8485	

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Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
51157203	EXECUTIVE COURIER SERVICES INC PO BOX 5443, , CARSON, CA, 90749-5443	(213) 748-3066	
51157204	EXECUTIVE COURIER SERVICES INC PO BOX 4998, , CARSON, CA, 90749-4998	(000) 000-0000	
51157205	EXECUTIVE COURIER SERVICES INC 600 UNIVERSITY STREET, SUITE 2800, SEATTLE, WA, 98101	(206) 625-0898	
13546201	EXPRESS DELIVERY SERVICES 4161 OAKWOOD AVE #14, , LOS ANGELES, CA, 90004	(323) 661-8966	
14464301	EXPRESS MESSENGER SYSTEM CORP ONTRAC ONTRAC, 3401 EAST HARBOUR DRIVE, PHOENIX, AZ, 85034	(909) 355-0028 Ext:2313	
14464302	EXPRESS MESSENGER SYSTEM CORP ONTRAC ONTRAC, PO BOX 841664, LOS ANGELES, CA, 90084	(877) 227-5139	
13545801	EXPRESS TRANSPORTATION SERVICE 4532 E WHITTIER BLVD. SUIT 201, , LOS ANGELES, CA, 90022	(323) 318-8402	
16174101	EXPRESSAIR INC. 3000 AIRWAY AVE #200, , COSTA MESA, CA, 92626	(714) 444-0014	
13321001	FAST TRACK EXPEDITING, LLC 354 CORAL CIRCLE, , EL SEGUNDO, CA, 90245	(310) 321-7330	
50581701	FEDEX OFFICE & PRINT SERVICES INC 835 WILSHIRE BLVD., STE. 100, , LOS ANGELES, CA, 90017-2628	(818) 795-2025	
50581702	FEDEX OFFICE & PRINT SERVICES INC CUSTOMER ADMIN. SERVICES, P.O. BOX 672085, DALLAS, TX, 75267-2085	(800) 488-3705	
50581703	FEDEX OFFICE & PRINT SERVICES INC P.O. BOX 672085, , DALLAS, TX, 75267-2085	(800) 488-3705	

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Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
50581704	FEDEX OFFICE & PRINT SERVICES INC PO BOX 8033, , VENTURA, CA, 93002-8033	(800) 488-3705	
50581705	FEDEX OFFICE & PRINT SERVICES INC 5201 WEST ROSECRANS AVE, , HAWTHORNE, CA, 90250	(818) 795-2025	
50581706	FEDEX OFFICE & PRINT SERVICES INC 8616 FIRESTONE BLVD., , DOWNEY, CA, 90241-5243	(562) 862-6683	
50581707	FEDEX OFFICE & PRINT SERVICES INC 1113 W. AVENUE P, , PALMDALE, CA, 93551-3935	(661) 947-3927	
50581708	FEDEX OFFICE & PRINT SERVICES INC LOCKBOX 841198, , DALLAS, TX, 75267-2085	(000) 000-0000	
50581709	FEDEX OFFICE & PRINT SERVICES INC 2180 S. ATLANTIC BLVD., , MONTEREY PARK, CA, 91754-6839	(323) 728-9940	
50581710	FEDEX OFFICE & PRINT SERVICES INC 5500 WILSHIRE BLVD, , LOS ANGELES, CA, 90036	(800) 447-2273	
50581712	FEDEX OFFICE & PRINT SERVICES INC 4350 LINCOLN BLVD., , MARINA DEL REY, CA, 90292-6302	(310) 827-2297	
50581713	FEDEX OFFICE & PRINT SERVICES INC 5500 WILSHIRE BLVD., , LOS ANGELES, CA, 90036-3802	(818) 795-2025	
50581714	FEDEX OFFICE & PRINT SERVICES INC 460 FAIR OAKS AVE., , SOUTH PASADENA, CA, 91030-1817	(626) 483-6698	
50581715	FEDEX OFFICE & PRINT SERVICES INC 5301 LAKEWOOD BLVD., , LAKEWOOD, CA, 90712-1719	(562) 531-9800	
50581716	FEDEX OFFICE & PRINT SERVICES INC 555 E. OCEAN BLVD., SUITE 102, , LONG BEACH, CA, 90802-5003	(562) 495-5767	

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Sub-Class #	Description
962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
50581717	FEDEX OFFICE & PRINT SERVICES INC 24125 MAGIC MOUNTAIN PKWY, , SANTA CLARITA, CA, 91355	(818) 795-2025	
50581718	FEDEX OFFICE & PRINT SERVICES INC MEDIA CENTER, 400 RIVERSIDE DRIVE, BURBANK, CA, 91505-4143	(818) 567-1044	
50581719	FEDEX OFFICE & PRINT SERVICES INC FEDEX KINDO'S BURBANK MEDIA CENTER, 400 RIVERSIDE DRIVE, BURBANK, CA, 91505-4143	(818) 567-1044	
52825601	FIRST CHOICE MESSENGER, INC. 3225 FLETCHER DR., , LOS ANGELES, CA, 90065-2919	(323) 255-6800 Ext:29	
16122701	GB TECH, INC 2200 SPACE PARK DRIVE, SUITE 400, HOUSTON, TX, 77058	(281) 333-3703 Ext:162	
10119101	GOLDEN STATE OVERNIGHT INC. 12300 BELL RANCH ROAD, , STA. FE SPRINGS, CA, 90670	(714) 573-8430 Ext:310	
10119102	GOLDEN STATE OVERNIGHT INC. 14741 FRANKLIN AVE., STE. A, , TUSTIN, CA, 92780-7275	(714) 573-8430 Ext:310	
14697701	GTW DISTRIBUTING CALIFORNIA, L 1340 TANDEM AVE NE SUITE 100, , SALEM, OR, 97301	(503) 409-4352	
00008801	ICBM INCORPORATED PO BOX 10942, , SANTA ANA, CA, 92711-0942	(714) 247-2244	
00008802	ICBM INCORPORATED PO BOX 11646, , SANTA ANA, CA, 92711-1646	() -	
51490601	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA SOUTHERN CALIFORNIA, 16715 VON KARMAN AVE STE 100, IRVINE, CA, 92606-4918	(213) 532-2784	
51490602	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA 1055 W 7TH ST STE 2100, , LOS ANGELES, CA, 90017	(213) 532-2784	

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Vendor ID	Company Name	Phone	LSBE Certified
51490603	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA 500 W. TEMPLE ST., RM. 650, , LOS ANGELES, CA, 90012-2713	(000) 000-0000	
51490605	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA 1055 W. 7TH ST., 21ST FLOOR, LOS ANGELES, CA, 90017-2577	(213) 532-2772	
51490606	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA PO BOX 31001-0850, , PASADENA, CA, 91110-0850	(949) 225-2300	
51490607	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA PO BOX 7414, , PASADENA, CA, 91109-7414	(888) 456-6457	
51490609	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA 1738 BASS RD., , MACON, GA, 31210-1043	(478) 471-2301	
51490610	IKON OFFICE SOLUTIONS WEST INCSOUTHERN CALIFORNIA PO BOX 536732, , ATLANTA, GA, 30353-6732	(800) 800-1060	
15510701	IMPROVING THE LIVES OF AFRICAN AMERICANS LLC 8243 SAN VICENTE AVE, , RIVERSIDE, CA, 92504	(951) 588-8957	
15116001	INDEPENDENCE INC PO BOX 3759, , GARDENA, CA, 90247	(310) 327-3500	
13845501	ITS ALL GOOD ENTERPRISES INC A-1 COURIER, 1936 14TH STREET, SUITE 100, SANTA MONICA, CA, 90404	(310) 450-9000	
10592801	JD ATTORNEY & MESSENGER 2690 W. PICO BLVD., , LOS ANGELES, CA, 90006-3915	(323) 730-8888	
12922601	JET EXPRESS MESSENGER INC 859 N. HOLLYWOOD WAY, #287, , BURBANK, CA, 91505-2814	(818) 840-0841	
13107801	KC MESSENGER SERVICES 132 SINCLAIR AVE., # 3, , GLENDALE, CA, 91206	(818) 434-6157	

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962-24	COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)

Vendor ID	Company Name	Phone	LSBE Certified
14639301	LASCARI'S & SONS, INC. 10432 BOGARDUS AVE, , WHITTIER, CA, 90603	(562) 943-3100	
15860901	LIVESTORES 5858 EDISON PLACE, , CARLSBAD, CA, 92008	(760) 444-8675 Ext:1203	
15860902	LIVESTORES 2880 SCOTT STREET STE 105, , VISTA, CA, 92081	(800) 311-3588	
15825501	M-WASTE LLC THE LOGISTICS SOLUTION, 3823 LAS PASAS WAY, SACRAMENTO, CA, 95864	(916) 761-5324	
14670901	MAIL DELIVERY SYSTEMS INC 2499 CERRITOS AVE., , SIGNAL HILL, CA, 90755	(562) 394-3706	
11414901	MARSH VILLAGE PHARMACY 2143 FOOTHILL BLVD, , LA CANADA, CA, 91011	(818) 248-3643	
15065901	MEDEX COURIER SYSTEMS INC MEDICAL EXPR COUIER, 990 N TUSTIN STREET STE A, ORANGE, CA, 92867	(714) 231-3419	
15610701	MEDX INCMEDXPRESS 13659 VICTORY BLVD SUITE 551, , VAN NUYS, CA, 91401	(323) 644-0050	
11921701	MILLENNIUM FINANCIAL CORP 471 W. LAMBERT RD., STE. 103, , BREA, CA, 92821-3921	(714) 671-2074	
11432301	MLH&ASSOCIATES INTERNATIONL 28364 S. WESTERN AVE. # S-50, , RANCHO PALOS VERDES, CA, 90275-1434	(310) 519-9158	
15786101	MONOGRAPHX, INC. 1052 W. 251ST STREET, , HARBOR CITY, CA, 90710	(310) 325-6780	
10800701	NETRESELL INCORPORATED PO BOX 75820, , LOS ANGELES, CA, 90075-0820	(213) 389-4729 Ext:13	

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Vendor ID	Company Name	Phone	LSBE Certified
15346701	NORTHBOUND PRIVATE SECURITY 904 SILVER SPUR RD #457, , ROLLING HILLS ESTATES, CA, 90274-3800	(310) 377-1420	
52794101	NOW LEGAL SERVICE INC 1301 W SECOCOND ST SUITE 206, , LOS ANGELES, CA, 90026	(213) 482-1567	
15416301	O'MALLY AND ASSOCIATESATTORNEY SERVICE, INC. 1301 W. 2ND STREET, STE. 205, , LOS ANGELES, CA, 90026-5859	(213) 250-8901	
15191901	ORLANDO S FERRASSOLI FREIGHTWAYS, 3246 PURPLE SAGE LN, PALMDALE, CA, 93550	(661) 273-2220	View
14492701	PEACH INC ACTION MESSENGER SERVICE, 1311 N. HIGHLAND AV, LOS ANGELES, CA, 90028-7608	(323) 654-2333	
12792701	PM LOGISTICS SYSTEMS INC 6955 LA TIJERA BLVD., STE. D, , LOS ANGELES, CA, 90045-1932	(323) 971-6029	
15778201	PRO-COURIER, INC. 1706 S. FIGUEROA ST., , LOS ANGELES, CA, 90015	(213) 416-6904	
51499001	PROMPT DELIVERY INC 5757 WILSHIRE BLVD., STE. 210, , LOS ANGELES, CA, 90036-3682	(323) 933-1000 Ext:127	
11451401	QUIK PICK MESSENGER 201 N ROBERTSON BLVD #103, , BEVERLY HILLS, CA, 90211	(310) 360-7333	
11610301	R AND D OPTIONS P.O. BOX 508, , NORWALK, CA, 90651	(562) 863-1949	
11185401	R.L. KLEIN & ASSOCIATES 3939 ATLANTIC AVE., STE. 100, , LONG BEACH, CA, 90807-3529	(562) 427-5577	
13209801	REDLINE COURIER SERVICE INC 10550 SEPULVEDA BLVD STE 203, , MISSION HILLS, CA, 91345	(818) 898-1164	

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Vendor ID	Company Name	Phone	LSBE Certified
12081501	RICHARD RODRIQUEZ P.O. BOX 1001, , SIMI VALLEY, CA, 93062	(805) 791-5443	
13430301	SALS DISTRIBUTION SERVICE 2000 E. 8TH ST., , LOS ANGELES, CA, 90021	(213) 623-7186	
51043501	SAN FERNANDO VALLEY INTERFAITH 4505 LAS VIRGENES CANYON ROAD, SUITE 211, CALABASAS, CA, 91302	(818) 880-4842 Ext:3011	
13823001	SANTA MONICA EXPRESS, INC. 12424 WILSHIRE BLVD., SUITE 740, LOS ANGELES, CA, 90025	(310) 458-6000	
11270001	SERVICE COURIER INC. 12704 HOOVER ST., , GARDEN GROVE, CA, 92841-4166	(714) 799-7125	
14852601	SHAWN A CHAUDHERY SWIFT DELIVERY SERVICE, 1042 TURQUOISE DR, HERCULES, CA, 94547-1774	(510) 245-7360	
15167101	SHE SPYS 151 S 9TH AVE STE L, , CITY OF INDUSTRY, CA, 91746-3348	(626) 333-7555	
15801301	SKS DISTRIBUTORS INC. P.O. BOX 895, , RIALTO, CA, 92377	(949) 254-3155	
14036801	SOUTHERN EXPRESS INTERNATIONALUNISHIPPERS UNISHIPPERS, 2822 E OLYMPIC BLVD, LOS ANGELES, CA, 90023	(323) 261-9573	
12986701	SOUTHWEST DISTRIBUTION INC 2655 FIRTH STERLING AVENUE SE, , WASHINGTON, DC, 20020	(202) 678-8350	
11732401	SPRINTER'S COURIER SERVICE 3943 IRVINE BLVD., # 151, , IRVINE, CA, 92602-2400	(714) 505-3292	
11132001	STAFFMARK 14150 VINE PL., , CERRITOS, CA, 90703-2416	(562) 822-2012	

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Vendor ID	Company Name	Phone	LSBE Certified
11132002	STAFFMARK P.O. BOX 952891, , ST. LOUIS, MO, 63195-2891	(501) 377-8097	
15814401	STAT DELIVERY SERVICE, INC. 26203 PRODUCTION AVE #3, , HAYWARD, CA, 94545	(510) 782-7411	
10085901	STATE COURIER SERVICE 1200 WILSHIRE BLVD., STE. 200, , LOS ANGELES, CA, 90017-1930	(213) 202-6180 Ext:114	
12934301	SUPER DELIVERY SERVICE 4529 SAN FERNANDO RD UNIT F, , GLENDALE, CA, 91204	(818) 848-1300	View
14505101	TEAM LEGAL, INC. 25876 THE OLD ROAD, SUITE 314, VALENCIA, CA, 91381	(661) 964-0154	
15900201	TERRELL DELIVERY 233 1/2 WEST 48TH ST, , LOS ANGELES, CA, 90037	(323) 493-2296	
15462601	TINA SMITH-KAUFMANASSISTANT MOVERS 2830 MANSFIELD AVE, , LOS ANGELES, CA, 90016	(323) 836-2386	
11073801	TRANS CALIFORNIA INC PO BOX 3369, , CHATSWORTH, CA, 91313-3369	(818) 704-4755	
14057201	TRICOR AMERICA 12441 EUCALYPTUS AVE, , HAWTHORNE, CA, 90250	(310) 215-5600	
13845301	TWO SUN SIS INC PREMIER EABLE MESSENGER CO, 7551 SUNSET BLVD STE 205, LOS ANGELES, CA, 90046	(323) 969-0000	
15793001	U S COURIER LLC P.O. BOX 412904, , LOS ANGELES, CA, 90041	(323) 256-6698	
14870001	UNITED CALIFORNIA FREIGHT 12139 LOS NIETOS ROAD, , SANTA FE SPRINGS, CA, 90670-2907	(562) 906-1930	

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Vendor ID	Company Name	Phone	LSBE Certified
10314001	UNITY COURIER SERVICES, INC. 3231 FLETCHER DR., , LOS ANGELES, CA, 90065-2919	(323) 255-9800	
14707201	UNIVERSAL COURIER 5839 GREEN VALLEY CIRCLE SUITE 105, , CULVER CITY, CA, 90230	(310) 410-4500	
52463601	VALLEY COURIERS, INC. 646 N. SAN FERNANDO RD., , LOS ANGELES, CA, 90065-1031	(323) 225-8642	
11585801	VALUE INVENTED PRODUCTS 13502 WHITTIER BLVD. # 212, SUITE H #212, WHITTIER, CA, 90605-1945	(562) 964-5460	
52904901	VELOCITY EXPRESS P.O. BOX 4730, , CAROL STREAM, IL, 60197-4730	(323) 837-2509	
13096601	VELOCITY EXPRESS INC 12003 WOODRUFF AVENUE, , DOWNEY, CA, 90241	(562) 746-6613	
13831601	VICEROY COURIER SERVICE 4937 ONAKNOLL AVENUE, , LOS ANGELES, CA, 90043-1020	(323) 291-0948	
51254601	WELLNESS PHARMACY, INC. DBA - MIDWAY DRUGS, 10410 LOWER AZUSA RD, EL MONTE, CA, 91731	(626) 448-7659	
51254602	WELLNESS PHARMACY, INC. DBA - BELL GARDENS PHARMACY, 7625 S. EASTERN AVE., STE.#C, BELLGARDENS, CA, 90201	(626) 448-7659	
11856401	WRIGHT MESSENGER/COURIER 424 N. LAKE AVE., 300, PASADENA, CA, 91101-1200	(626) 356-3367	
51553601	XL LOGISTICS INC 7547 TELEGRAPH RD., , MONTEBELLO, CA, 90640-6516	(323) 726-5151 Ext:118	
51553603	XL LOGISTICS INC 12207 LOS NIETOS RD., STE. C, , SANTA FE SPRINGS, CA, 90670-6134	(800) 696-2611	

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Vendor ID	Company Name	Phone	LSBE Certified
51553604	XL LOGISTICS INC 7547 TELEGRAPH RD., , MONTEBELLO, CA, 90640-6516	(000) 000-0000	
15820201	ZE ANIMATION STUDIOS INC. 11621 BURBANK BOULEVARD SUITE#4, , NORTH HOLLYWOOD, CA, 91601	(202) 621-2026	

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Attachment C

DEDICATED LOGISTX IN
951-H CYPRESS AVENUE
LA HABRA CA 90631

AERO PRECISION ENGINEERING IN
11300 HINDRY AVENUE
LOS ANGELES CA 90045

OMS ENTERPRISES
28170 AVENUE CROCKER STE 107
VALENCIA CA 91355

DEES FREIGHT MOVER INC
12815 S SAN PEDRO ST
LOS ANGELES CA 90061

OCEAN BLUE ENVIRONMENTAL SERVICES, INC
925 W ESTHER STREET
LONG BEACH CA 90813

ED & LIL TRUCKING & BOB CAT SVS
8138 ETIWANDA AVENUE
RESEDA CA 91335

PRWT SERVICES IN
1835 MARKET STREET 8TH FLOOR
PHILIADELPHIA PA 19103

HAZ MAT SERVICES IN
1430 N DALY ST
ANAHEIM CA 92806

RRD ENVIRONMENTAL SERVICES
13345 SUTTON STREET
CERRITOS CA 90703

KLS AIR EXPRESS
10453 OLD PLACERVILLE ROAD
SACRAMENTO CA 95827

Z VENTURE CAPITAL FRONTIERS INC
1968 W ADAMS BLVD STE 212
LOS ANGELES CA 90018

LATTI LOGISTICS INC
1930 WILSHIRE BLVD STE 1208
LOS ANGELES CA 90057

Attachment D

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	**Valley Couriers Inc.**

Total Number of Employees in Firm	202

Owners/Partner/Associate Partners	
Black/African American	
Hispanic/Latin American	3
Asian or Pacific Islander	
American Indian	
Filipino	1
White	2
Total	6
Women (should be included in counts above and also reported here separately).	3

Managers	
Black/African American	
Hispanic/Latin American	7
Asian or Pacific Islander	2
American Indian	
Filipino	2
White	2
Total	13
Women (should be included in counts above and also reported here separately).	1

Staff	
Black/African American	2
Hispanic/Latin American	107
Asian or Pacific Islander	32
American Indian	
Filipino	24
White	24
Total	189
Women (should be included in counts above and also reported here separately).	34

Percentage of Ownership	
Black/African American	
Hispanic/Latin American	50%
Asian or Pacific Islander	
American Indian	
Filipino	2.5%
White	47.5%
Total	100%
Women (should be included in counts above and also reported here separately).	50.0%

Current Certification as Minority/Women-Owned Firm	
State of California	
City of Los Angeles	
Federal Government	
County of Los Angeles	

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals, therefore, some columns may not add to the correct totals.

PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY

TRANSPORTATION DELIVERY SERVICES

The proposed contract would reduce the County's cost to provide Transportation Delivery Service by an estimated **$355,183 (34%)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

Position	County	Contractor
Supervisor	$23.45 per hour	$16.00 per hour
Dispatcher	$19.53 per hour	$12.49 per hour
Driver	$19.97 per hour	$12.49 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit	
Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	Yes
Sick Leave	No
Vacation	No
Life Insurance	No
Other (Vision)	No

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

VALLEY COURIERS, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

CONTRACT PROVISIONS
TRANSPORTATION DELIVERY SERVICES

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TRANSPORTATION DELIVERY SERVICES

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K PAYROLL STATEMENT OF COMPLIANCE

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L DEFAULTED PROPERTY TAX REDUCTION PROGRAM

ROUTE COST

M ROUTE COST

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
VALLEY COURIERS, INC.
FOR
TRANSPORTATION DELIVERY SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Valley Couriers, Inc., hereinafter referred to as Contractor. Valley Couriers, Inc., is located at 646 San Fernando Road, Los Angeles, CA 90065.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A – Statement of Work

1.2 EXHIBIT B – Contractor's Proposed Schedule

1.3 EXHIBIT C – Contractor's EEO Certification

1.4 EXHIBIT D – County's Administration

1.5 EXHIBIT E – Contractor's Administration

1.6 EXHIBIT F – Contractor Acknowledgement and Confidentiality Agreement

1.7 EXHIBIT G – Jury Service Ordinance

1.8 EXHIBIT H – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

1.10 EXHIBIT I – Living Wage Ordinance

1.11 EXHIBIT J – Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT K – Payroll Statement of Compliance

Defaulted Property Tax Reduction Program

1.13 EXHIBIT L – Defaulted Property Tax Reduction Program

Route Cost

1.14 EXHIBIT M – Route Cost

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract: Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County: County of Los Angeles.

2.5 County Contract Project Director: The individual designated by the County with authority for the County on contractual or administrative

matters relating to this Contract that cannot be resolved by the County Contract Project Manager.

2.6 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.7 **County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract.

2.8 **County Librarian:** Head of the County of Los Angeles Public Library.

2.9 **Day(s):** Business day(s) unless otherwise specified.

2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.11 **Library:** County of Los Angeles Public Library.

2.12 **Library Facility(ies)**: Library Location.

2.13 **Unanticipated Work:** Additional work performed under the contract when the need arises. Out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify, or refurbish existing library facilities. This work requires the County's approval prior to commencement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be **four (4)** years commencing after execution by the County's Board of Supervisors (Board) or August 1, 2013, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up **one (1)** additional one-year period and **six (6)** month-to-month extensions, for a maximum total Contract term of **five (5)** years and **six (6)** months.

Each such option and extension shall be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

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

4.3 The Contractor shall notify the Library when this Contract is within nine (9) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Contract Project Manager at the address herein provided in Exhibit D – County's Administration. The Contractor, in said notification, shall make the County aware of its intent to exercise the option year.

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B - Contractor's Proposed Schedule, and shall not exceed Eight Hundred Forty-One Thousand, Eight Hundred Forty-Four Dollars and Eighty-Nine Cents **($841,844.89)** for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of Seven Hundred One Thousand, Five Hundred Thirty-Seven Dollars and Forty One Cents **($701,537.41)**, as described in Sub-section 5.2 below, and an annual estimate for unanticipated work of One Hundred Forty Thousand, Three Hundred Seven Dollars and Forty-Eight Cents **($140,307.48)** for as-needed transportation delivery services as authorized in Section 8.0, Unanticipated Work, of Exhibit A - Statement of Work.

5.2 The Contractor will be paid the monthly Contract fee of Fifty-Eight Thousand, Four Hundred Sixty-One Dollars and Forty-Five Cents **($58,461.45),** and shall not exceed Seven Hundred One Thousand, Five Hundred Thirty-Seven Dollars and Forty-One Cents **($701,537.41)** for each year of this Contract.

5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Library's adopted budget and needs.

5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Contract Project Manager at the address herein provided in Exhibit D – County's Administration.

5.6 INVOICES AND PAYMENTS

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

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Contractor's Proposed Schedule and Exhibit M – Route Cost.

5.6.3 The Contractor's invoices shall contain the contract number, contract description, services provided (example: Extra Service, Monthly Service), route serviced with corresponding cost in accordance to sub-paragraph 5.6.2 above, and/or approved quote for extra service.

5.6.4 In addition to invoices for the monthly contract fee, the County agrees to compensate the Contractor for unanticipated work which has been approved by the County Contract Project Director or his/her designee. The County shall pay the Contractor for these services at the rates set forth in Contractor's proposal referenced herein above or in accordance with Exhibit A - Statement of Work, Section 8.0 – Unanticipated Work.

5.6.5 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is received:

1. Exhibit J – Monthly Certification for Applicable Health Benefit Payments (if applicable)
2. Exhibit K – Payroll Statement of Compliance

5.6.6 All invoices shall be submitted in original form to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit D – County's Administration.

5.6.7 **County Approval of Invoices**

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

No payment for unanticipated work shall be made for Contractor's inadequate and untimely performance of scheduled duties.

5.6.8 The County may deduct from payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.6.9 The Contractor will be paid approximately forty-five (45) days in arrears, after receipt of an undisputed invoice. Approval of invoices submitted will be subject to auditing requirements of the County.

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

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

5.6.11 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the

expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-sections are designated in Exhibit D – County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- approving unanticipated work as provided herein.

6.2 COUNTY CONTRACT PROJECT MANAGER

The responsibilities of the County Contract Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- approving emergency repairs as unanticipated work.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY CONTRACT PROJECT MONITOR

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR'S ADMINISTRATION

7.1 CONTRACTOR PROJECT MANAGER

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

7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S EMPLOYEES

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

The County reserves the right to remove any Contractor employee, for any reason, from performing services under this or any other Contract held by and between Contractor and the County, at any time during the term of this Contract.

7.2.1 Contractor employee removed pursuant to this Sub-section shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S EMPLOYEE IDENTIFICATION

The Contractor shall provide, at the Contractor's expense, a photo identification (ID) badge to all employees providing services under this Contract.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's employees performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

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

7.4.5 No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for, a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 CONFIDENTIALITY

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

7.5.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5 as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.5 shall be

conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of Exhibit F – Contractor Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, with the exception that the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed twenty percent (20%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contactor's fee. Any such changes shall be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

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

8.1.3 The County Librarian, or his/her designee, or the Board, may at their sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, as approved and authorized by the County in its sole discretion. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian, or his/her designee or the Board.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities listed in Attachment I – Services Location and Specifications; of Exhibit A – Statement of Work. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

admission, in each case, on behalf of County without County prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. The Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.5 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit D – County's Administration.

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

8.24.2 **Additional Insured Status and Scope of Coverage**

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

8.24.3 **Cancellation of or Changes in Insurance**

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

the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

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

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

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

8.24.7 **Waivers of Subrogation**

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

8.24.14 **County Review and Approval of Insurance Requirements**

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

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Motor Truck Cargo Insurance** Contractor shall also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It shall be endorsed to name the County of Los Angeles as additional insured. It shall provide deductibles no greater than $5,000 and limits of $180,000. Contractor may establish limits of different amounts only with County approval.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars ($200) per day per infraction, or as defined in Exhibit 2 - Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PERFORMANCE SECURITY

8.35.1 Contractor shall provide and maintain performance security, throughout the term of this Contract. Such performance security shall be written in an amount equal to 100% of the Contractor's annual Contract fee, be conditioned upon the Contractor's faithful performance and satisfactory completion of all Contract obligations as determined by the County, and be executed by a corporate surety licensed to transact business in the State of California.

8.35.2 The proposed performance security, including all its terms and conditions, must be submitted to County for County's review and approval not less than fifteen (15) business days prior to commencing services under this Contract. Failure to provide evidence of, or to maintain, the required performance security, may constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor,

and/or suspend or terminate this Contract. The County reserves the right to review and adjust the form and/or amount of the Performance Security Requirement conditioned upon the County's determination of changes in risk exposures.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.38 PUBLICITY

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

conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this

Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- Description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 – Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

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

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

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.39 – Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 – Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with

the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.46 TERMINATION FOR INSOLVENCY

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

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

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last

fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

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

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 – "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Sub-paragraph 5 of this Paragraph 9.1.2 under the Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the

Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit J – Monthly Certification for Applicable Health Benefit Payments and Exhibit K – Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-section, the County shall have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. <u>Remedies For Submission of Late or Incomplete Certified Monitoring Reports</u>. If the Contractor submits a certified monitoring report to the County after the date it is due or if the

report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the

Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 **Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

   c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. The Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

   b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld

was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Valley Couriers Inc.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By_____
Jill M. Jones
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

TRANSPORTATION DELIVERY SERVICES

STATEMENT OF WORK (SOW)
TRANSPORTATION DELIVERY SERVICES

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STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide transportation delivery services to carry boxes, cases, correspondence, and other materials between selected sites as requested by the County of Los Angeles Public Library (Library). Attachment I – Transportation Delivery Service Locations and Routes is a list of library facilities which details the nine (9) routes which must be used by the Contractor. Such routes are subject to change according to the needs of the Library. Contractor will be given sufficient notice prior to any route changes required by the Library.

2.0 DEFINITIONS

Throughout this Statement of Work, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in the Contract, Section 2.0 – Definitions. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

3.0 ADDITION/DELETION OF LIBRARY FACILITIES, SPECIFIC TASKS AND/OR WORK DAYS

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachment I – Transportation Delivery Service Locations, and/or addition/deletion of library work days. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any library facility added in the amendment.

3.2 All changes must be made in accordance with Sub-section 8.1 – Amendments, of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Contract Project Monitor for review. The Plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that the Contract requirements are being met.

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County upon request.

4.4 All complaints shall be addressed as soon as possible by the Contractor. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County will be assessed from the Contractor's monthly invoice. Refer to Statement of Work Exhibit 2 – Performance Requirements Summary (PRS) for non-compliance.

4.5 The Contractor shall thoroughly complete each task in a professional manner.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0 – Standard Terms and Conditions, Sub-section 8.15 – County's Quality Assurance Plan.

5.1 MEETINGS

The Contractor is required to attend any scheduled meetings (as needed) by the County Contract Project Manager. Advance notification to the Contractor Project Manager will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend will result in an assessment of Two-Hundred Dollars ($200.00), as indicated in Statement of Work Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

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

with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

Verbal notification of a contract discrepancy will be made to the County's Contract Project Monitor as soon as a problem is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Monitor will issue a formal Contract Discrepancy Report (See sample Statement of Work Exhibit 1 – Contract Discrepancy Report). Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within ten (10) business days.

5.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

<u>COUNTY</u>

6.1 PERSONNEL

The County will administer the Contract according to the Contract provisions under, Section 6.0 – Administration of Contract – County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments.

6.2 KEYS/KEY CARDS/REMOTE CONTROLS

The County will provide two (2) sets of keys/key cards/remote controls to access each library facility listed in Attachment I - Transportation Delivery Service Locations and Routes, at no cost to the Contractor. The Contractor shall acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and shall be returned to the County's Contract Project Manager upon termination of the Contract. **At no time are the keys/remote controls to be duplicated by the Contractor**. Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key/key card/remote control is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key/key card/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.3 ALARM CODES

Contractor will be issued intrusion alarm codes for the library facilities. If it is determined that the Contractor's employee is responsible for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Refer to Statement of Work Exhibit 2 – Performance Requirements Summary (PRS). Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.

6.3.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting the library facilities with alarm systems.

6.4 UTILITIES

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.5 COUNTY ORIENTATION

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every Library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.6 CONTRACT PROJECT MANAGER

6.6.1 The Contractor shall provide a full-time Contract Project Manager or designated alternate. The County must have access to the Contract Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Project Manager may be reached on a twenty-four (24) hour per day basis.

6.6.2 The Contract Project Manager shall act as a central point of contact with the County.

6.6.3 The Contract Project Manager, or alternate, shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Project Manager, or alternate, shall be able to effectively communicate, in English, both orally and in writing.

6.7 PERSONNEL

6.7.1 The Contractor shall assign a sufficient number of qualified employees to perform the required work**.**

6.7.2 The Contractor shall assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

6.7.3 The Contractor shall be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations, of the Contract and Paragraph 6.7.6 of this Sub-section.

6.7.4 The Contractor shall ensure that only personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times.

6.7.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the

Contractor's employees as set forth in the Contract, Sub-section 7.2 – Approval of Contractor's Employees.

6.7.6 No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

6.7.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the contract.

6.7.8 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7.9 **Driver's License**

Drivers employed by Contractor must hold a valid California Driver's license, with proof of the same, and provide the County with copy of driving record annually.

Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 UNIFORMS AND IDENTIFICATION BADGES

6.8.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County's Contract Project Director or his/her designee, will be provided by and at the Contractor's expense.

6.8.2 The Contractor's employees shall wear closed toe shoes at all times. Steel toe shoes are optional. Contractor shall furnish and require every on-duty employee to wear a lift belt.

6.8.3 All employees must wear safety and protective gear according to Occupational Safety Health Administration standards.

6.8.4 The Contractor shall ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge shall be displayed on employee's person at all times when they are on County designated property.

6.8.5 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to Statement of Work Exhibit 2 – Performance Requirements Summary (PRS).

6.9 EQUIPMENT/VEHICLES

The Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.

Contractor will provide vehicles which conform to the dimensions of the loading docks at the Library sites and which will accommodate complete shipments. Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.

Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.

All vehicles shall be checked daily for safety.

In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to continue routes within three (3) hours time. Contractor must notify Library Contract Project Director by 6 a.m. (PST) the next business morning.

All vehicles must have the Company's name clearly displayed on both sides of the vehicle.

6.10 VEHICLE CODE VIOLATIONS

Contractor is responsible for payment of all California Vehicle Code violations (tickets) incurred by the driver or the vehicle.

The Contractor shall be required to comply with the Motor Carrier of Property Permit Act, all applicable Department of Motor Vehicles,

California Highway Patrol, State and Federal laws and regulations. The Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where the Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, he shall so indicate. Such changes, if deemed appropriate, shall be sought by County at its discretion.

6.11 **FUEL COST**

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.12 **TRAINING**

6.12.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.12.2 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the entire library facility that they shall service.

6.12.3 All Contractor employees shall be trained in their assigned tasks and in the safe handling of vehicles.

6.12.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.13 **CONTRACTOR'S OFFICE**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business.

6.13.1 **Business Hours**

The Contractor's office shall be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call <u>during</u> normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to the Statement of Work Exhibit 2 – Performance Requirement Summary (PRS) for non-compliance.

6.13.2 **After-Hours**

When the Contractor's office is closed, an answering service shall be provided to receive calls. **If an answering service receives the call <u>after</u> business hours, the Contractor must**

respond within thirty (30) minutes of receipt of the call. Refer to the Statement of Work Exhibit 2 – Performance Requirements Summary (PRS) for non-compliance.

6.14 CONTRACTOR'S DAMAGE

6.14.1 County property damage caused by Contractor's employees will be repaired or replaced by the Contractor with like kind and quality as determined by the County Project Director. The replacement or repair shall be within the time frame specified by the County Project Director. If the Contractor fails to repair or replace the damaged property, the County will do so and deduct the replacement cost from the Contractor's monthly invoice.

6.14.2 Contractor hereby grants to County and lessor, as applicable, a waiver of subrogation and release of all claims for any damage to or loss of property of Contractor, used in the performance of this Contract, in accordance with Section 8.23, Indemnification.

6.14.3 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.

6.14.4 The work areas and/or any location(s) in the Library used by the Contractor may be subject to inspection by various public entities responsible for inspection of County and other public facilities.

6.14.5 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.15 LOSSES

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by Library as a result of any of the following:

a. Missing packages, boxes, etc.

b. Deliveries not made within specified time.

c. Damaged shipments of materials.

d. Leaving any doors open and/or unlocked at any Library sites.

e. Losses/damage resulting from not setting intrusion alarm systems.

f. Damage to Library property involved with deliveries and/or caused by driver(s

6.16 EMERGENCY PROCEDURES

The Contractor shall immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor shall call the County Contract Project Monitor.
2. After County business hours, the Contractor shall call the Library's Emergency Contact Numbers that will be provided to the Contractor once the Contract commences. If no contact is made with the numbers provided, then the Contractor shall call the Los Angeles County Operator at (213) 974-1234.

6.17 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or Library on any of its letterheads or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

7.1 This service is to be provided after Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior written authorization by the County is received. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.

7.2 The Contractor shall provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above shall be subject to approval by the County.

7.3 The County will provide a list of County-recognized holidays, on which the Contractor is not expected to work.

8.0 UNANTICIPATED WORK

8.1 The County's Contract Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises; work may performed after hours and/or Friday through Sunday. Work may arise due to extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing facilities.

8.2 The Contractor shall prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Contract Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work shall commence without written/verbal authorization from the County.

8.3 The Contractor shall commence all unanticipated work on the established specified date/time. The Contractor shall proceed diligently to complete said work within the time allotted.

8.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

8.5 The County may require daytime delivery services based on the needs of the Library.

9.0 SPECIFIC WORK REQUIREMENTS

Initial shipment will be from the Library Headquarters facility located in Downey, Shipping and Receiving to pick-up and load boxes/packages/mail for their assigned route. Utilizing the pre-established routes, Attachment I – Transportation Delivery Service Locations and Routes, the driver shall deliver and pick-up items accordingly, then return back to the Library Headquarters as the final stop. The scheduled routes must be completed on the same day regardless of staff or vehicle problems.

Driver will stop at each Library facility regardless of whether a specified delivery is to be made to ensure the pick up of any outgoing item.

Driver will keep a record of the number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).

Contractor shall maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.

Items picked up within the route shall be delivered to its destination, unless the delivery destination is a location that was already visited or on a different route. These will be returned to Library Headquarters.

An initial shipment from Library Headquarters, per route, will consist of a minimum of ninety (95) boxes up to three hundred (300) boxes. An individual Library location may have a minimum of twenty (20) boxes up to a maximum of fifty (50) boxes for specified locations. Regional Offices may have a minimum of fifty (50) boxes up to one hundred (100) boxes, unless specified. Specific

requirements per location are established within the Driver's Daily Tally Sheet (Attachment III).

Most of the shipment will consist of, but not limited to, the following:

Jiffy Bags:	Various Sizes: 3 pounds maximum weight
Standard Boxes:	9” x 12” x 18” average weight 30-50 pounds
Oversized Boxes:	Various sizes
Envelopes:	Envelopes placed in a Red Bin are considered urgent and must be picked up and delivered nightly. One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route.

9.1 Sign in Requirements/Driver’s Daily Tally Sheets

All employee(s) assigned by the Contractor to work must sign-in at the beginning and end of their daily work shift and indicate the time spent on each route. A daily sign-in sheet, Attachment II - Driver’s Daily Sign-In Sheet, will be provided at the Library Headquarters, Shipping and Receiving Unit and placed in a designated area for employees to sign-in and out each day.

For security purposes, it is imperative that the Contractor’s employees sign-in and out on the exact date and list the actual time that the respective facility received delivery and/or shipment.

10.0 GREEN INITIATIVES

10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

10.2 Contractor shall notify County’s Contract Project Manager of Contractor’s new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 2 - Performance Requirements Summary is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the PRS. In any case of apparent inconsistency between services as stated in the Contract and the Statement of Work and this Exhibit 2 – Performance Requirement Summary, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this Performance Requirement Summary, which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent

service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

1. Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the Performance Requirement Summary.
3. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon, ten (10) business days written notice with or without cause, as provided for in the Contract, Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience.

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COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES

NORTH COUNTY REGION - WEST

	Cost Code	Library Name	Street Address	City	Zip.
1	108	North County Regional Office	21182 Centre Pointe Parkway	Santa Clarita	91350
2a	111	Castaic Library	27971 Sloan Canyon Road	Castaic	91384
2b	126	Stevenson Ranch Express Library	26233 West Faulkner Drive	Stevenson Ranch	91381
3	107	San Fernando Library	217 North Maclay Avenue	San Fernando	91340
4	115	La Crescenta Library	4521 La Crescenta Avenue	La Crescenta	91214
5	114	La Canada Flintridge Library	4545 North Oakwood Avenue	La Canada Flintridge	91011

NORTH COUNTY REGION - EAST

	Cost Code	Library Name	Street Address	City	Zip.
1a	105	Acton/Agua Dulce Library	33792 Crown Valley Road	Acton	93510
1b	122	Santa Clarita Valley Bookmobile	33792 Crown Valley Road	Acton	93510
2	110	Quartz Hill Library	42018 North 50th Street West	Quartz Hill	93536
3a	100	Lancaster Regional Office	601 West Lancaster Blvd.	Lancaster	93534
3b	101	Lancaster Library	601 West Lancaster Blvd.	Lancaster	93534
3c	121	Antelope Valley Bookmobile	601 West Lancaster Blvd.	Lancaster	93534
4	106	Lake Los Angeles Library	16921 East Avenue O, #A	Palmdale	93591
5	103	Littlerock Library	35119 80th Street East	Littlerock	93543

NORTH COUNTY REGION - SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1a	117	Malibu Library	23519 West Civic Center Way	Malibu	90265
1b	123	Las Virgenes Bookmobile	23519 West Civic Center Way	Malibu	90265
2	116	Agoura Hills	29901 Ladyface Court	Agoura Hills	91301
3	118	Westlake Village Library	31220 West Oak Crest Drive	Westlake Village	91361
4	109	Topanga Canyon Library	122 North Topanga Canyon Blvd.	Topanga Canyon	90290

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES

WEST COUNTY REGION - WEST

	Cost Code	Library Name	Street Address	City	Zip.
1a	300	West County Regional Office	151 East Carson Street	Carson	90745
1b	301	Carson Library	151 East Carson Street	Carson	90745
2	335	West Hollywood Library	625 North San Vicente Blvd.	West Hollywood	90069
3	330	Culver City Library	4975 Overland Avenue	Culver City	90230
4	334	Marina del Rey Library	4533 Admiralty Way	Marina del Rey	90292
5	318	Manhattan Beach Library	1320 Highland Avenue	Manhattan Beach	90266
6	314	Hermosa Beach Library	550 Pier Avenue	Hermosa Beach	90254
7	317	Lomita Library	24200 Narbonne Avenue	Lomita	90717
8	300	West County Regional Office	151 East Carson Street	Carson	90745

WEST COUNTY REGION - EAST

	Cost Code	Library Name	Street Address	City	Zip.
1a	300	West County Regional Office	151 East Carson Street	Carson	90745
1b	301	Carson Library	151 East Carson Street	Carson	90745
2	321	Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
3	338	Woodcrest Library	1340 West 106th Street	Los Angeles	90044
4	336	View Park Library	3854 West 54th Street	Los Angeles	90043
5	333	Lennox Library	4359 Lennox Blvd.	Lennox	90304
6	331	Hawthorne Library	12700 South Grevillea Avenue	Hawthorne	90250
7	337	Wiseburn Library	5335 West 135th Street	Hawthorne	90250
8	316	Lawndale Library	14615 Burin Avenue	Lawndale	90260
9	320	Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
10	313	Gardena Library	1731 West Gardena Blvd.	Gardena	90247
11	300	West County Regional Office	151 East Carson Street	Carson	90745

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES

SOUTH COUNTY REGION

	Cost Code	Library Name	Street Address	City	Zip.
1a	500	South County Regional Office	12350 Imperial Highway	Norwalk	90650
1b	501	Norwalk Library	12350 Imperial Highway	Norwalk	90650
2	508	La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
3	514	South Whittier Library	14433 Leffingwell Road	Whittier	90604
4	517	Hollydale Library	12000 South Garfield Avenue	South Gate	90280
5	519	Lynwood Library	11320 Bullis Road	Lynwood	90262
6	523	Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
7	533	Florence Library	1610 East Florence Avenue	Los Angeles	90001
8	534	Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
9	535	Willowbrook Library	11838 Wilmington Avenue	Los Angeles	90059
10	530	A C Bilbrew Library	150 East El Segundo Blvd.	Los Angeles	90061
11	531	Compton Library	240 West Compton Blvd.	Compton	90220
12	532	East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
13	511	Paramount Library	16254 Colorado Avenue	Paramount	90723
14	505	Clifton M. Brakensiek Library	9945 East Flower Street	Bellflower	90706
15	509	Angelo M. Iacoboni Library	4990 Clark Avenue	Lakewood	90712
16	515	George Nye, Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
17	507	Hawaiian Gardens Library	11940 East Carson Street	Hawaiian Gardens	90716
18	503	Artesia Library	18722 South Clarkdale Avenue	Artesia	90701
19	516	Alondra Library	11949 Alondra Blvd.	Norwalk	90650
20	500	South County Regional Office	12350 Imperial Highway	Norwalk	90650

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES

CENTRAL COUNTY REGION

	Cost Code	Library Name	Street Address	City	Zip.
1a	600	Central County Regional Office	1550 West Beverly Blvd	Montebello	90640
1b	601	Montebello Library	1550 West Beverly Blvd	Montebello	90640
2	624	Rosemead Library	8800 Valley Blvd.	Rosemead	91770
3	628	Temple City Library	5939 Golden West Avenue	Temple City	91780
4	625	San Gabriel Library	500 South Del Mar Avenue	San Gabriel	91776
5	610	City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
6	604	Anthony Quinn Library	3965 Cesar E. Chavez Avenue	Los Angeles	90063
7a	605	East Los Angeles Library	4837 East Third Street	Los Angeles	90022
7b	920	East Los Angeles Library/Juvenile Hall	4837 East Third Street	Los Angeles	90033
8	609	El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
9	635	Maywood Cesar Chavez Library	4323 East Slauson Avenue	Maywood	90270
10a	633	Huntington Park Library	6518 Miles Avenue	Huntington Park	90255
10b	085	Huntington Park Library / DISC	6518 Miles Avenue, 3rd Floor	Huntington Park	90255
11	630	Bell Library	4411 East Gage Avenue	Bell	90201
12	632	Cudahy Library	5218 Santa Ana Street	Cudahy	90201
13	631	Bell Gardens Library	7110 South Garfield Avenue	Bell Gardens	90201
14	637	Rivera Library	7828 South Serapis Avenue	Pico Rivera	90660
15	634	Los Nietos Library	11644 East Slauson Avenue	Whittier	90606
16	638	Sorensen Library	6934 Broadway Avenue	Whittier	90606
17	636	Pico Rivera Library	9001 Mines Avenue	Pico Rivera	90660
18	616	Chet Holifield Library	1060 South Greenwood Avenue	Montebello	90640
19	600	Central County Regional Office	1550 West Beverly Blvd	Montebello	90640

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES

EAST COUNTY REGION - NORTH

	Cost Code	Library Name	Street Address	City	Zip.
1a	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790
1b	801	West Covina Library	1601 West Covina Parkway	West Covina	91790
2	803	Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
3	832	Norwood Library	4550 North Peck Road	El Monte	91732
4	831	Live Oak Library	4153-55 East Live Oak Avenue	Arcadia	91006
5	805	Duarte Library	1301 Buena Vista Street	Duarte	91010
6	812	Charter Oak Library	20540 "K" Arrow Highway	Covina	91724
7	808	San Dimas Library	145 North Walnut Avenue	San Dimas	91773
8	807	La Verne Library	3640 D Street	La Verne	91750
9	804	Claremont Library	208 North Harvard Avenue	Claremont	91711
10	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790

EAST COUNTY REGION - SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1a	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790
1b	801	West Covina Library	1601 West Covina Parkway	West Covina	91790
2	810	Sunkist Library	840 North Puente Avenue	La Puente	91746
3	830	El Monte Library	3224 Tyler Avenue	El Monte	91731
4	833	South El Monte Library	1430 North Central Avenue	South El Monte	91733
5	806	La Puente Library	15920 East Central Avenue	La Puente	91744
6	815	Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
7	817	Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
8	816	Diamond Bar Library	21800 Copley Drive	Diamond Bar	91765
9	809	Walnut Library	21155 La Puente Road	Walnut	91789
10	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790

ATTACHMENT II

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRASPORATION DELIVERY SERVICES

DRIVER'S DAILY SIGN-IN SHEET

DATE	DRIVER'S NAME (PRINT)	ROUTE	TIME - IN	TIME - OUT	DRIVER'S SIGNATURE

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

NORTH COUNTY REGION - WEST

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Highway				200			
NORTH COUNTY REGION / 108 21182 Centre Pointe Parkway				100			
CASTAIC / 111 / 126 27971 Sloan Canyon Road				50			
SAN FERNANDO / 107 217 North Maclay Avenue							
LA CRESCENTA / 115 4521 La Crescenta Avenue				50			
LA CANADA FLINTRIDGE/ 114 4545 North Oakwood Avenue				50			
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

NORTH COUNTY REGION - EAST

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Highway				200			
ACTON/AGUA DULCE / 105 / 122 33792 Crown Valley Road							
QUARTZ HILL / 110 42018 North 50th Street West							
LANCASTER / **101** / 102 / 121 / 042 601 West Lancaster Blvd.							
LAKE LOS ANGELES / 106 16921 East Avenue O, #A							
LITTLEROCK / 103 35119 80th Street East							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

NORTH COUNTY REGION - SOUTH

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Highway				200			
MALIBU / 117 & 123 23519 West Civic Center Way							
AGOURA HILLS / 116 29901 Ladyface Court							
WESTLAKE VILLAGE / 118 31220 West Oak Crest Drive							
TOPANGA CANYON / 109 122 N. Topanga Canyon Blvd.							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

WEST COUNTY REGION - WEST

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 E. Imperial Hwy.				200			
CARSON REGION **300** / 301 151 East Carson Street							
WEST HOLLYWOOD / 335 625 North San Vicente Blvd.				50			
CULVER CITY / 330 4975 Overland Avenue				50			
MARINA DEL REY / 334 4533 Admiralty Way				50			
MANHATTAN BEACH / 318 1320 Highland Avenue				50			
HERMOSA BEACH / 314 550 Pier Avenue							
LOMITA / 317 24200 Narbonne Avenue							
CARSON REGION / 300 151 East Carson Street							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

WEST COUNTY REGION - EAST

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 E. Imperial Hwy.				200			
CARSON REGION **300** / 301 151 East Carson Street							
DR. MARTIN LUTHER KING, JR / 321 17906 South Avalon Blvd.							
WOODCREST / 338 1340 West 106th Street							
VIEW PARK / 336 3854 West 54th Street							
LENNOX / 333 4359 Lennox Blvd.							
HAWTHORNE / 331 12700 South Grevillea Avenue							
WISEBURN / 337 5335 West 135th Street							
LAWNDALE / 316 14615 Burin Avenue							
MASAO W. SATOW / 320 14433 South Crenshaw Blvd.							
GARDENA / 313 1731 West Gardena Blvd.							
CARSON REGION / 300 151 East Carson Street							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

SOUTH COUNTY REGION

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Highway				200			
NORWALK REGION **500** / 501 12350 Imperial Highway							
LA MIRADA / 508 13800 La Mirada Blvd.							
SOUTH WHITTIER / 514 14433 Leffingwell Road							
HOLLYDALE / 517 12000 South Garfield Avenue							
LYNWOOD / 519 11320 Bullis Road							
LELAND WEAVER / 523 4035 Tweedy Blvd.							
FLORENCE / 533 1610 East Florence Avenue							
GRAHAM / 534 1900 East Firestone Blvd.							
WILLOWBROOK / 535 11838 Wilmington Avenue							
A.C. BILBREW / 530 150 East El Segundo Blvd.							
COMPTON / 531 240 West Compton Blvd.							
EAST RANCHO DOMINGUEZ / 532 4420 East Rose Street							
PARAMOUNT / 511 16254 Colorado Avenue							
C.M. BRAKENSIEK / 505 9945 East Flower Street							
A.M. IACOBONI / 509 4990 Clark Avenue				50			
GEORGE NYE JR. / 515 6600 Del Amo Blvd.							
HAWAIIAN GARDENS / 507 11940 East Carson Street							
ARTESIA / 503 18722 South Clarkdale Avenue							
ALONDRA / 516 11949 Alondra Blvd.							
NORWALK REGION / 500 12350 Imperial Highway							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

CENTRAL COUNTY REGION

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Hwy.				200			
MONTEBELLO REGION **600** / 601 1550 W. Beverly Blvd.							
ROSEMEAD / 624 8800 Valley Blvd.							
TEMPLE CITY / 628 5939 Golden West Avenue				30			
SAN GABRIEL / 625 500 South Del Mar Avenue							
CITY TERRACE / 610 4025 East City Terrace Drive							
ANTHONY QUINN / 604 3965 Cesar E. Chavez Avenue							
EAST LOS ANGELES/ 605/920 4837 East Third Street				50			
EL CAMINO REAL / 609 4264 East Whittier Blvd.							
MAYWOOD / 635 4323 East Slauson Avenue							
HUNTINGTON PARK / 633 6518 Miles Avenue							
HUNTINGTON PARK/DISC 085 6518 Miles Avenue, 3rd Floor							
BELL / 630 4411 East Gage Avenue							
CUDAHY / 632 5218 Santa Ana Street							
BELL GARDENS / 631 7110 South Garfield Avenue							
RIVERA / 637 7828 South Serapis Avenue							
LOS NIETOS634 11644 East Slauson Avenue							
SORENSEN / 638 6934 Broadway Avenue							
PICO RIVERA / 636 9001 Mines Avenue							
CHET HOLIFIELD / 616 1060 South Greenwood Avenue							
MONTEBELLO REGION / 600 1550 West Beverly Blvd.							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

EAST COUNTY REGION - NORTH

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Highway				200			
WEST COVINA REGION **800** / 801 1601 West Covina Parkway							
BALDWIN PARK / 803 4181 Baldwin Park Blvd.							
NORWOOD / 832 4550 North Peck Road							
LIVE OAK / 831 4153-55 East Live Oak Avenue							
DUARTE / 805 1301 Buena Vista Street							
CHARTER OAK / 812 20540 "K" Arrow Highway							
SAN DIMAS / 808 145 North Walnut Avenue							
LA VERNE / 807 3640 D Street							
CLAREMONT / 804 208 North Harvard Avenue							
WEST COVINA REGION / 800 1601 West Covina Parkway							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

ATTACHMENT III

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET

EAST COUNTY REGION - SOUTH

Date: _____ Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LIBRARY HEADQUARTERS 7400 East Imperial Hwy.				200			
WEST COVINA REGION **800** / 801 1601 West Covina Parkway							
SUNKIST / 810 840 North Puente Avenue							
EL MONTE / 830 3224 Tyler Avenue							
SOUTH EL MONTE / 833 1430 North Central Avenue							
LA PUENTE / 806 15920 East Central Avenue							
HACIENDA HEIGHTS / 815 16010 La Monde Street				50			
ROWLAND HEIGHTS / 817 1850 Nogales Street				50			
DIAMOND BAR / 816 21800 Copley Drive				30			
WALNUT / 809 21155 La Puente Road							
WEST COVINA REGION / 800 1601 West Covina Parkway							
LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

TOTAL HOURS WORKED: _____

ACTUAL NUMBER OF BOXES PICKED UP: _____

Revised 6/20/2013

STATEMENT OF WORK
EXHIBITS

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County of Los Angeles Public Library

7400 E. IMPERIAL HWY. ▪ P.O. BOX 7011 ▪ DOWNEY, CA 90241-7011 ▪ PHONE: 562-940-8485 ▪ FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:**February 3, 2009**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	**Jane Smith** **Contract Services Unit**	Phone No.: Fax No.:	**(562) 940 – 6919** **(562) 803 – 0016**
CONTRACT NO.	**12345**	CONTRACT TITLE:	**TRANSPORTATION DELIVERY SERVICES**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory of unsatisfactory completion of the corrective action.

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	$200 per occurrence
Contract: Section 7.0	Contractor's Administration	Contractor shall notify the County in writing of any changes.	Receipt of document	$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	$200 per occurrence
Contract: Sub-Section 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.28	Inspection of files	$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.39	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.39	Inspection of files	$500 per occurrence; possible termination for default of contract.

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 9.1.6	County's Living Wage Program – Notifications to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection and Documentation	$500 per occurrence, per employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	$200 per occurrence
SOW: Sub-Section 6.2	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/ loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Sub-Section 6.3	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	$200 per occurrence
SOW: Sub-Section 6.4	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	$100 per occurrence
SOW: Sub-Section 6.6	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	$500 per occurrence

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TRANSPORTATION DELIVERY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 6.7	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.7.	Observation	$200 per occurrence
SOW: Sub-Section 6.8	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.9	Equipment/Vehicles	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.12	Training	Contractor must comply with the requirements specified in Sub-Section 6.12.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.13	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.13.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.14	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.14.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Service	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	$200 per occurrence
SOW: Sub-Section 8.0	Unanticipated Work	100 % Completion of Required Services. Contractor must comply with Sub-Section 8.0.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 9.0	Specific Work Requirements	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.0.	Inspection and Observation	$500 per occurrence
SOW: Section 9.1	Sign-In Requirements/Driver's Daily Tally Sheets	Contractor must comply with the requirements specified in Section 9.1.	Inspection and Observation	$500 per occurrence

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for transportation delivery services at the County of Los Angeles Public Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY FEE FOR EACH OF THE TWELVE (12) MONTHS PER CONTRACT YEAR (same amount for each month)

$ 58,461.45 per month
(use figures)

Fifty-Eight Thousand, Four Hundred Sixty-One Dollars and Forty-Five Cents
(write out figure in full)

ANNUAL FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS (same amount for each year)

$ 701,537.41 per year
(use figures)

Seven Hundred One Thousand, Five Hundred Thiry-Seven Dollars and Forty-One Cents
(write out figure in full)

MAKE UP OF EMPLOYEES ASSIGNED TO SERVICE LIBRARIES IN THIS RFP:

FULL TIME EMPLOYEES:

Number of Supervisors:		_____	Hourly Wage: _____
Number of Working Supervisors:		1	Hourly Wage: 16.00
Number of Employees:	Dispatcher/Relief Driver	1	Hourly Wage: 12.49
Number of Employees:		9	Hourly Wage: 12.49

SPECIAL PICK-UP/DELIVERY RATE: $ Please See Below per hour starting at the first library facility.

SPECIAL PICK-UP/DELIVERY RATE: $17.75 Per Hour, $2.59 Per Mile, and $1.00 Per Box.

ADDITIONAL NIGHTLY PICK-UP RATE: $ $2.00 per box.
(Over location-specific limit.)

Respectfully submitted,

Valley Couriers, Inc.
Firm or Corporate Name

By: Shahram Alamdari, Contracts Administrator

Los Angeles, California

Date: 8/12/12

Address: 646 San Fernando Road
Los Angeles, CA 90065

Phone: (323) 225-8642

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

PROPOSER'S EEO CERTIFICATION

Valley Couriers, Inc.

Company Name

646 San Fernando Road, Los Angeles, CA 90065

Address

954027145

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

8/7/12

Date

Shahram Alamdari, Contracts Administrator

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8450
Facsimile: (562) 803-0330
E-Mail Address: **emunoz@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: **ggarcia@library.lacounty.gov**

COUNTY CONTRACT PROJECT MONITORS:

Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8485
Facsimile: (562) 803-0016

Contract Analyst

Carolyn Donaldson	(562) 940-8580	**CDonaldson@library.lacounty.gov**
Leticia Isunza	(562) 940-6918	**LIsunza@library.lacounty.gov**
Marcia Lucero	(562) 940-6919	**MLucero@library.lacounty.gov**
Maria Vadai	(562) 940-8423	**MVadai@library.lacounty.gov**

Exhibit E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-mail Address: _____

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

Company Name: Valley Couriers, Inc.		
Company Address: 646 San Fernando Road		
City: Los Angeles	State: CA	Zip Code: 90065
Telephone Number: 323-225-8642		
Solicitation For Transportation Services:		

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name: Shahram Alamdari	Title: Contracts Administrator
Signature:	Date: 8/7/12

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

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

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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

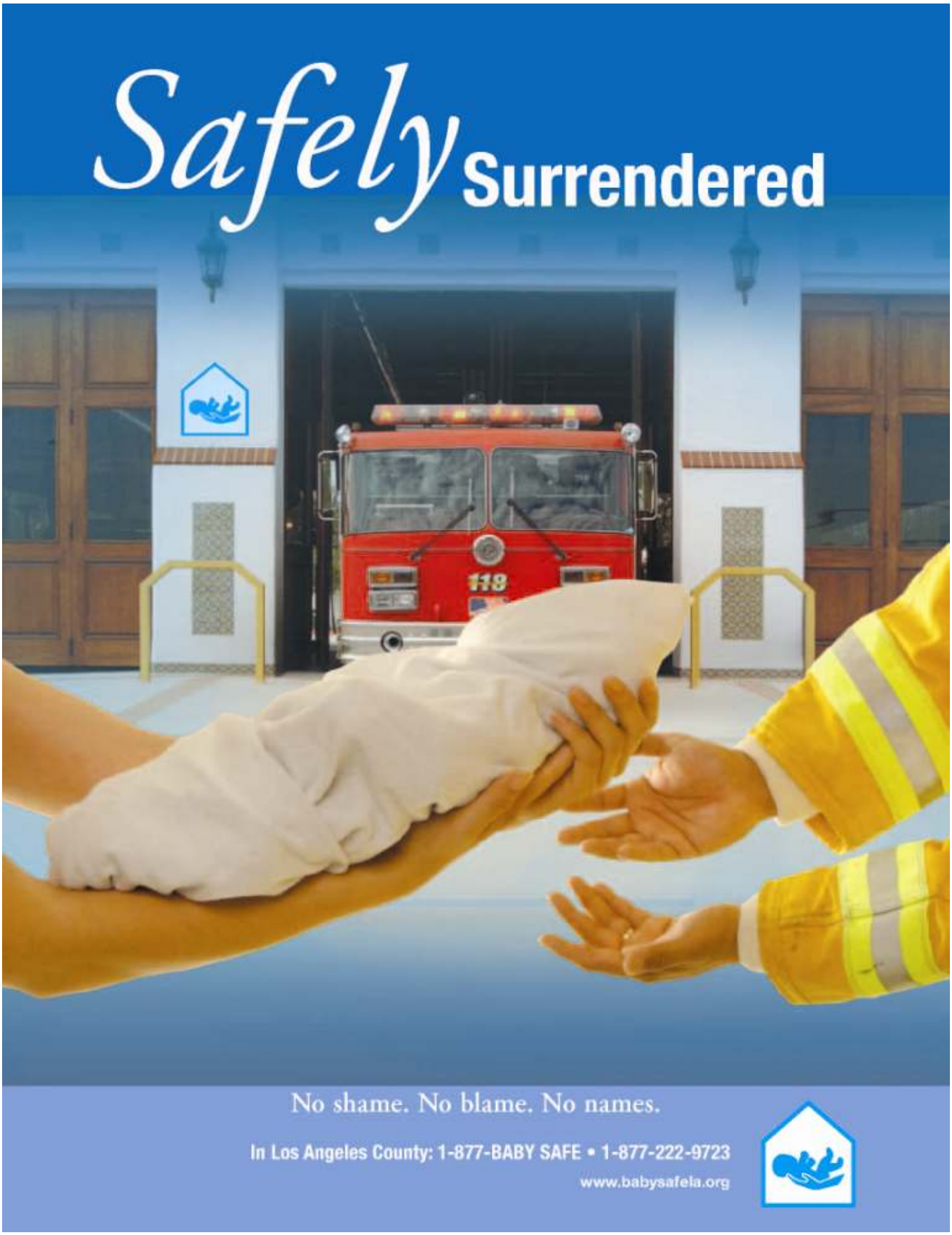
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

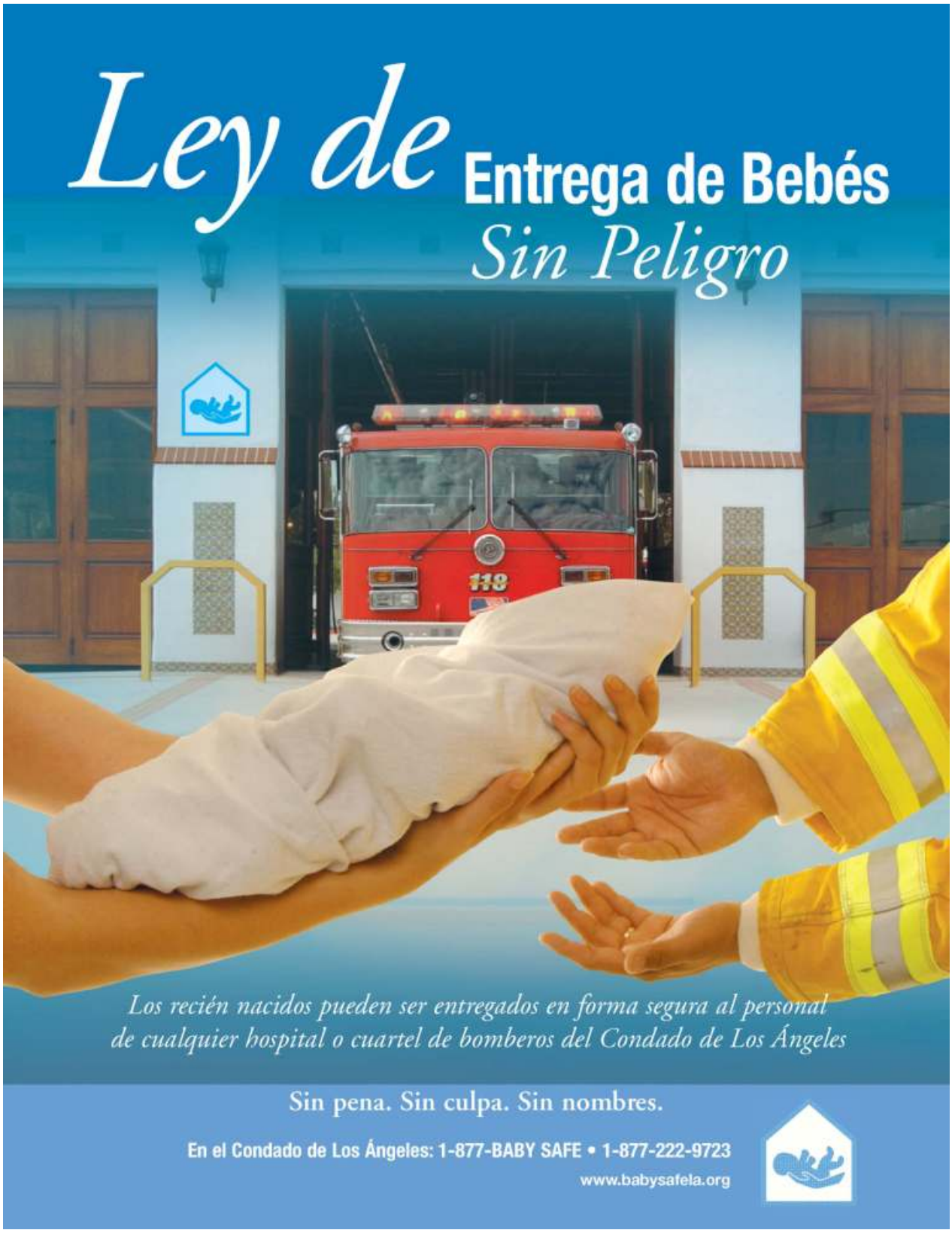
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


Ley de Entrega de Bebés
Sin Peligro
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Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

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

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective

bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

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

EXHIBIT J

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: Contractor ☐ Subcontractor ☐ | Address: (Street, City, State, Zip)

(2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending:

(6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number:

(9) Contractor Health Plan Name(s): | (10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggre--gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of
_____,and (Calendar day of Month)
(Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

EXHIBIT M

CONTRACT NO.
TRANSPORTATION DELIVERY SERVICES

ROUTE COST

Library Facility	Annual Amount	Monthly Amount
North County Region – West	$71,068.23	$5,922.35
North County Region - East	$79,470.89	$6,622.57
North County Region – South	$62,320.16	$5,193.35
West County Region – West	$63,905.87	$5,325.49
West County Region – East	$64,161.67	$5,346.81
South County Region	$82,398.76	$6,866.56
Central County Region	$83,677.62	$6,973.13
East County Region – North	$66,425.30	$5,535.44
East County Region – South	$66,808.87	$5,567.41
Dispatcher	$26,873.92	$2,239.49
Supervisor	$34,426.16	$2,868.85
Total	**$701,537.45**	**$58,461.45**