COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

September 21, 2006

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

Dear Supervisors:

OPERATION OF THE TECHNICAL LIBRARY
SUPERVISORIAL DISTRICT 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the operation of the Technical Library can be more economically performed by an independent contractor than by County employees.

2. Award the contract for Operation of the Technical Library in the annual sum of $69,992 to Libraries, Inc., d.b.a. Library Associates, located in Beverly Hills, California, and instruct the Mayor to execute the contract. This contract will be for a period of one year commencing on November 1, 2006, with two 1-year renewal options, not to exceed a total contract period of three years. Funds are now available in the Internal Service Fund.

3. Authorize the Director of Public Works to renew this contract for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions in the final contract term not exceeding a total of six months, for the convenience of the County; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1997, Public Works has been contracting for library service. The current contract expires on October 31, 2006. The Technical Library allows Public Works professional engineering staff convenient and centralized access to specialized reference and research materials. The Technical Library also participates with public and private sector libraries specializing in engineering and related disciplines so that essential research materials are readily accessible for staff to make timely and informed decisions and recommendations.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide this service in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed $69,992. This amount is based on the annual price quoted by the contractor. This contract will commence on November 1, 2006, for a period of one year, not to exceed a total contract period of three years.

Funds for this service are available in Public Works' 2006-07 Internal Service Fund. Funds to finance the contract's renewal years will be made available through Public Works' annual budgeting process. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service using methods approved by the Auditor-Controller. The cost analyses, required by Proposition A, demonstrates that the recommended contract will result in County cost savings estimated to be $15,738 annually over the potential three-year contract term (Enclosure A). Based on this cost savings, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On June 11, 2006, Public Works solicited proposals from 49 independent contractors and community business organizations. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable Memorandum of Understanding, the RFP of this contracted services was submitted on July 10, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On August 3, 2006, one proposal was received. The proposal was first reviewed to ensure it met the mandatory requirements outlined in the RFP. Having met these mandatory requirements, the proposal was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the solicitation document, which included the proposal price, references, experience, work plan of action, and ability to comply with all State and Federal labor regulations and record keeping requirements. Based on this evaluation, the committee found Libraries, Inc., d.b.a. Library Associates, located in Beverly Hills, California, to be

a responsive and responsible proposer. The proposed price was also found to be reasonable.

Enclosure C reflects the minority participation of the proposers. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automotive Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is started.

As requested by your Board, the contractor has submitted a safety record, which, in our opinion, reflects the activities conducted by this firm in the past have been according to reasonable standards of safety.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as we are presently contracting for this service with the private sector.

CONCLUSION

Enclosed are three copies of the contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

MS
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Enc. 6

cc: Chief Administrative Office
County Counsel

PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING
"LIBRARY SERVICES"

COUNTY COST

DIRECT

Salaries

Positions (1)	Hourly Salary (2)	No. of Hours (3)		Total
Librarian II (8335)	$31.63	2,080		$65,786
			Subtotal =	$65,786

Subtotal = $65,786
Minus Salary Variance (4) (3.5364%) = $2,326

Total Salary = $63,459.17
Employee Benefits(5) (35.095%) = $22,270.99

Total Personnel Costs = $85,730

Services and Supplies

Services, Supplies and Equipment (6)			Total
Services and Supplies			0
Equipment			0
		Subtotal B =	0

Total Services & Supplies = 0

TOTAL COUNTY DIRECT COST (Personnel + S&S/Equipment) = $85,730

Total Non-Avoidable Overhead = $0

TOTAL COUNTY INDIRECT COST = $0

TOTAL AVOIDABLE COST (Direct Cost + Indirect Cost) = $85,730

CONTRACTING COST

DIRECT

Contract Cost (6) = $69,992
Other (Specify) = $0

TOTAL CONTRACT DIRECT COST (Contract + Other) = $69,992

TOTAL CONTRACT INDIRECT COST $0

TOTAL CONTRACT COST (Direct Cost + Indirect Cost) = $69,992

ESTIMATED SAVINGS FROM CONTRACTING (Total Avoidable Costs - Total Contract Costs	**22.49%**	**$15,738**

(1) For this analysis we have utilized positions that have been previously approved by the Auditor-Controller for this type of work.
(2) Based on Monthly Salaries as of January 18, 2006 divided by 1,762 (standard productivity hours for FY 06/07).
(3) Based on hours required to perform this service.
(4) Rate determined by Auditor-Controller for FY 06/07.
(5) Rate determined by Auditor-Controller based on Department of Public Works Budget for FY05/06.
(6) Based on Proposer's bid.

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD 626
Bid Title : OPERATION OF THE TECHNICAL LIBRARY
Bid Type : Service
Department : Public Works
Commodity : CATALOGING SERVICES - LIBRARY
Open Date : 7/11/2006
Closing Date : 8/3/2006 5:30 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Operation of the Technical Library (2006-PA009). The total annual cost of this service is estimated to be $70,000 with a billing rate not to exceed $69 per hour. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/library.pdf or from Mr. Roderick Tirona at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.
Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the Proposer's firm having at least five years' experience providing librarians to various organizations, businesses, and/or associations.
A Proposers' Conference will be held on Tuesday, July 25, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those who have not signed in as attending the Conference. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, August 3, 2006, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.
Contact Name : RODERICK TIRONA
Contact Phone# : (626) 458-4077
Contact Email : RTIRONA@LADPW.ORG
Last Changed On : 7/11/2006 11:14:50 AM

Back to Last Window

ENCLOSURE C

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	Library Associates
My County (WebVen) Vendor Number:	

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): * Regular Office Staff Only					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						1
Asian or Pacific Islander						
American Indian						
Filipino						
White		1	1	1	1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Karin Jewell	Administrator	8·1·06

BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

LIBRARY ASSOCIATES

FOR

OPERATION OF THE TECHNICAL LIBRARY
(2006-PA009)

TABLE OF CONTENTS

AGREEMENT FOR OPERATION OF THE TECHNICAL LIBRARY (2006-PA009)

PAGE

AGREEMENT 1-3

EXHIBIT A Scope of Work A.1-4

EXHIBIT B Service Contract General Requirements

Section 1 Interpretation of Contract

A. Headings B.1

B. Definitions B.1

C. Ambiguities or Discrepancies B.2

Section 2 Standard Terms and Conditions Pertaining to Contract Administration

A. Assurance of Compliance with Civil Rights Laws B.3

B. Conflict of Interest B.3

C. Consideration of Hiring County Employees Targeted for Layoffs B.3

D. Consideration of Hiring GAIN/GROW Employees B.3

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement B.4

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program B.4

G. County Lobbyists B.4

H. Nondiscrimination in Employment B.5

I. County's Quality Assurance Plan B.6

J. Notice to Employees Regarding the Federal Earned Income Credit B.6

K. Recycled-Content Paper Products B.6

L. Publicity B.6

M. Termination for Improper Consideration B.7

N. Warranty Against Contingent Fees B.7

O. Compliance with Applicable Laws B.8

P. Legal Status of Contractor's Personnel at Facility B.8

Q. No Payment for Services Following Expiration or Termination of Contract B.8

R. Limitation of the County's Obligation Due to Non-appropriation of Funds B.9

S. Gratuitous Work B.9

T. Assignment and Delegation B.9

U. Subcontracting B.10

V. Governing Laws B.10

W. Notice of Delay B.10

X. Record Retention and Inspection/Audit Settlement B.11

Y. Validity B.12

Z. Waiver B.13

AA. Default and Termination B.13

BB. Notification B.15

CC. Changes and Amendments of Terms B.16
DD. Confidentiality B.16
EE. Contractor's Charitable Activities Compliance B.17
FF. Budget Reduction B.17

Section 3 General Conditions of Contract Work
A. Labor B.18
B. Public Convenience B.18
C. Cooperation B.18
D. Care and Protection of Facilities B.18
E. Equipment, Labor, Supervision, and Materials B.18
F. Permits/Licenses B.18
G. Quality of Work B.19
H. Quantities of Work B.19
I. Cooperation and Collateral Work B.19
J. Authority of Public Works and Inspection B.19
K. Safety Requirements B.19
L. Public Safety B.19
M. Work Area Controls B.19
N. Transportation B.20
O. Storage of Materials and Equipment B.20
P. Jobsite Safety B.20
Q. Labor Law Compliance B.20
R. Overtime B.20
S. Prohibition Against Use of Child Labor B.20

Section 4 Indemnification and Insurance Requirements
A. Independent Contractor Status B.22
B. Indemnification B.22
C. Workplace Safety Indemnification B.22
D. General Insurance Requirements B.23
E. Compensation for County Costs B.24
F. Insurance Coverage Requirements for Subcontractors B.24
G. Insurance Coverage Requirements B.25

Section 5 Contractor Responsibility and Debarment B.27

Section 6 Contractor Employee Jury Service Program
A. Contract Subject to Jury Service Program B.29
B. Written Employee Jury Service Policy B.29

Section 7 Local Small Business Enterprise Preference Program B.31

Section 8 Safely Surrendered Baby Law Program
A. Notice to Employees Regarding the Safely Surrendered Baby Law B.32
B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.32

Section 9 Compliance with Living Wage Program
A. Living Wage Program B.33
B. Payment of Living Wage Rates B.33
C. Contractor's Submittal of Certified Monitoring Reports B.35

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....B.35
E. County Auditing of Contractor Records..... B.35
F. Notifications to Employees..... B.36
G. Enforcement and Remedies.....B.36
H. Use of Full-Time Employees..... B.38
I. Contractor Retaliation Prohibited.....B.38
J. Contractor Standards..... B.38
K. Neutrality in Labor Relations..... B.38

EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Job Description
EXHIBIT F Job Duties and Responsibilities

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DEPARTMENT CONFORM

AGREEMENT FOR

OPERATION OF THE TECHNICAL LIBRARY (2006-PA009)

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and LIBRARIES, INC., d.b.a. LIBRARY ASSOCIATES (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and the CONTRACTOR'S Proposal filed with the COUNTY on August 3, 2006, hereby agrees to provide services as described in the attached specifications for Operation of the Technical Library, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Job Description; Exhibit F, Job Duties and Responsibilities; the CONTRACTOR'S Proposal, all attached hereto; and the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $69,992 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2006. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By_____
Mayor, Los Angeles County

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LIBRARIES INC., d.b.a. LIBRARY ASSOCIATES

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of Los Angeles

On Sept. 15, 2006 before me NANCY JOSEPHSON, NOTARY PUBLIC
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Deborah Schwartz,
NAME(S) OF SIGNER(S)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Nancy Josephson
SIGNATURE OF NOTARY

NANCY JOSEPHSON
Commission # 1402358
Notary Public - California
Los Angeles County
My Comm. Expires Feb 25, 2007

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)
President, AND
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Contract for Services Water Proof
Number of Pages 3 Date of Document 7/17/06
Signer(s) Other Than Named Above

14-0072 DPW Rev. 6/02

SCOPE OF WORK

OPERATION OF TECHNICAL LIBRARY

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Richard Yaussi of Administrative Services Division, who may be contacted at (626) 458-4073, e-mail address: ryaussi@ladpw.org, Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

County of Los Angeles Department of Public Works Headquarters Complex, 900 South Fremont Avenue, Alhambra, California 91803.

C. Work Description

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

The Librarian shall be required to independently operate Public Works Technical Library. The Librarian shall possess the qualifications stated in Exhibit E, Job Description. The Librarian shall perform, but not be limited to, the duties listed in Exhibit F, Job Duties.

Public Works requires, as much as possible, i.e., except for vacations, sick leave, etc., one qualified Librarian, assigned on a permanent basis to perform these duties.

D. Cataloging Specifications

The Technical Library collection has been developed as a vital, proactive resource to support and anticipate the information needs of Public Works employees. The Technical Library actively collects and provides access to current materials (reports, books, periodicals, audio and video cassettes, legal publications on compact disk, etc.). The Technical Library also serves as an archive/depository for historical materials generated by Public Works and its predecessor departments.

To that end, all materials both historical and current are cataloged using the standard conventions of cataloging defined by Library of Congress classification and subject headings and AACR II Cataloging Rules. The Technical Library's

catalog is maintained on the INMAGIC program and includes an automated catalog and supports numerous other library functions, including serial management and routing, material orders, and research request tracking.

E. Overtime

Overtime may be allowable only if authorized in writing in advance by the Administrative Services Division Chief.

F. Hours and Days of Service

Public Works Headquarters is on an alternate work schedule. Currently the facility works a 4/40 work week. Therefore, the Librarian's hours of services shall be 6:45 a.m. to 5:30 p.m., Monday through Thursday, each week, except legal holidays. Contractor shall ensure that all required State labor law and procedures are observed for permitting employees to work daily shifts greater than eight hours without paying overtime. Work hours may be altered, when necessary, with the approval of the Director.

G. Special Safety Requirements

Contractor's Librarian shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works facilities.

H. Responsibilities of the Contractor

Contractor shall furnish a librarian who meets the minimum requirements outlined in this Exhibit, Scope of Work; Exhibit E, Job Description; and Exhibit F, Job Duties. Contractor shall provide a substitute librarian with no reduction in the provision of professional library services for Technical Library, if a librarian is not available or is unable to perform these services.

When requested, the Contractor shall refer qualified librarians to the Contract Manager for interviews to confirm each referred librarian's qualifications and experience are suitable for performing duties in the Technical Library.

I. Remedy of Assignment of Unqualified Personnel

If, in Public Works' sole judgment, the Contractor's Librarian is not meeting or does not meet this Contract's minimum standards or is determined to be unsuitable for the Technical Library, the Contractor shall immediately replace said librarian with a librarian possessing the required skills.

J. Responsibilities of Public Works

Public Works will:

1. Determine the need for and provide a review of the Librarian's performance.

2. Provide space for the Technical Library.

3. Provide the Librarian with staff assistance.

4. Purchase all books, publications, newspapers, magazines, etc.

5. Provide the Librarian with a work station with computer and necessary software as well as appropriate telecommunications devices necessary to perform these services.

6. Provide necessary administrative supplies, material, and support.

7. Provide parking.

8. Provide photo-identification badge.

K. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the

work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

d. The parties are not under any compulsion to contract;

e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of the hourly rate for each consecutive hour that the Contractor (Librarian) fails report to work and/or to complete work in the prescribed method and within the agreed time frame.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of 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 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, 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. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

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 reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

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 category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

As required by the County's Child Support Compliance Program (Los Angeles 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 compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement 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).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or 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 the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

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

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

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

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

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 Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions 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 antidiscrimination 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 State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this 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, County may terminate this Contract or impose other penalties as specified in this Contract.

J. 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 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board 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 under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein 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 publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. 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, 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, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

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

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

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

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services 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 services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), 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. 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 Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or 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 or other 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.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. 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 paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

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 this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

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 this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

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 day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. 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 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 the County, provided that if any such material is located outside the 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.

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 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five 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.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its 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; 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 subsection X.4 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 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 the County, provided that if any such materials and information is located outside the 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.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, 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 paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, 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, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the 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 restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, 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 negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. <u>Default for Insolvency</u>

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions 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 Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws,

regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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 between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. 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 of any nature whatsoever (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, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act; the California Health & Safety Code; or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. <u>Compensation for County Costs</u>

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

F. <u>Insurance Coverage Requirements for Subcontractors</u>

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. 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.

B. 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, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any 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.

D. If there is evidence that the Contractor may be subject to debarment, Public Works 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.

E. 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 will prepare a 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 Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. 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.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five 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.

H. 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 years; (2) the debarment has been in effect for at least five 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 procedure as for a debarment hearing.

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

I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to 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.

B. 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 days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section 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 this 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 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 this 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 Section 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 this 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.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. 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.

B. 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.

C. 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.

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

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

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

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

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. 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 how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment 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.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. 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 hereto as Form LW-1, incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), 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 in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 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 this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this 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 Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of 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 Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and 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, or any 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, Contractor shall promptly provide such information. 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.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations 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 the 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 operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this 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.

F. Notifications to Employees

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

G. Enforcement and Remedies

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

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If 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, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this 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 Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until 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 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; 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. The liquidated damages are not intended as a penalty or forfeiture for 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 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 Contractor.

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

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this 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 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 to Contractor the aggregate difference between the living wage amounts 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 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 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; 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. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against 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 Contractor.

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

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless 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 this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

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 this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, 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, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of 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 agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\EXHIBIT B-PROPA-GEN REQ-3-20-06.DOC

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov**.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

JOB DESCRIPTION

LIBRARIAN

OPERATION OF THE TECHNICAL LIBRARY (2006-PA009)

The Technical Library Librarian is to perform well defined professional library duties and have recourse to established policies, methods, procedures, and standards. The Librarian must exercise a knowledge of the basic theories, principles, and techniques of librarianship, and library management as well as possessing excellent reference/research, communication, personnel, and management skills. The Librarian must have an understanding of the public and technical aspects of professional library services, including selection of library materials, bibliographic, and readers' advisory services.

Minimum Requirements

Training and Experience:

The Librarian must have a Master of Library Science degree from an accredited college or university and minimum of three years' experience in a small library environment.

The Librarian must have extensive experience in on-line cataloging, Internet, Dialog, and Lexis.

Knowledge of InMagic (Windows) by the Librarian is preferred.

License:

A California Class "C" Driver's License may be required.

Physical Class:

Class "2" Light.

EXHIBIT F

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

JOB DUTIES AND RESPONSIBILITIES

LIBRARIAN

OPERATION OF THE TECHNICAL LIBRARY (2006-PA009)

The Technical Library Librarian, working with the Contract Manager, will manage all aspects of the Public Works Technical Library. The Librarian's duties include, but are not limited to, the following:

- Applies knowledge of InMagic; troubleshoots, creates, and edits report formats.
- Catalogs archival materials and all new publications ordered by Public Works and branch (division) libraries.
- Documents (Technical Library Procedural Book) all new and updated procedures, forms, timetables, etc., relating to the Technical Library's operations.
- Initiates and, with approval, executes projects to invite divisional input to library service development.
- Issues, receives, and shelves books, publications, etc.
- Keeps abreast of current areas of research interest at Public Works.
- Maintains InMagic tracking record for every publication ordered through the Public Works Publications Coordinator, generates reports, and responds to inquiries, as necessary.
- Maintains good public relations with Public Works visitors, vendors, employees, management, and staff.
- Maintains a networking relationship with consortium of special libraries.
- Monitors new reference sources and trends in on-line resources.
- Plans and, with approval, implements library information and training sessions and demonstrations (InMagic, Lexis, Dialog, Internet, etc.).
- Plans, recommends, and monitors the Technical Library budget.
- Prepares correspondence and reports relating to Technical Library operations/services, as requested.

- Provides reference and circulation services by assisting Public Works employees in locating information, publications, and documents utilizing the appropriate technology and resources.
- Prepares articles for departmental newsletter, as necessary.
- Prepares statistical data and designs spreadsheets for budget, etc., as necessary.
- Recommends publication and equipment purchases, prepares orders for approval, reviews and verifies invoices for payment approval.
- Reports any procedural, personnel, technical, operational, and administrative items of significance to the Contract Manager.
- Represent and/or promotes Technical Library services awareness at Public Works management, employee, etc., meetings, as requested.
- Trains Public Works employees in Technical Library clerical support, as necessary.

LIBRARY ASSOCIATES
8383 Wilshire Blvd. Suite 355
Beverly Hills, CA 90211
www.libraryassociates.com
info@libraryassociates.com

PROPOSAL FOR OPERATION OF THE TECHNICAL LIBRARY FOR THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

July 17, 2006

Library Associates

Proposal for the Operation of the
Technical Library of the
Los Angeles County Department of Public Works

TABLE OF CONTENTS

Letter of Transmittal	4
Experience	
Proposer's Capabilities and Experience	5
Library Associates Administrative Staff	6
Resume of Deborah Schwarz, President/CEO	7–8
Resume of Keith Gurtzweiler, Recruiting Manager	9–10
Resume of Karin Jacobi, Accountant/Administrator	11
Resume of Colette Ostrye, Librarian	12
Work Plan	13–15
Subcontractors	16
Financial Statements	
Balance Sheet, 31 December 2005	17–18
Profit & Loss, January–December 2005	19–20
Balance Sheet, 31 December 2004	21
Profit & Loss, January–December 2004	22–23
Balance Sheet, 31 December 2003	24
Profit & Loss, January–December 2003	25–26
Licenses and Certifications	27
Insurance	28–29
Record Keeping	30–34
Forms List	
PW-1 Verification of Proposal	35
PW-2 Schedule of Prices	36
PW-3 LA County Employee Jury Service Program	37
PW-4 Industrial Safety Record	38
PW-5 Conflict-of-Interest Certification	39
PW-6 Reference List	40
PW-7 Equal Employment Opportunity Certification	41
PW-8 List of Subcontractors	42
PW-9 Local SBE Preference Program / CBE Firm/Organization Information Form	43
PW-10 Gain/Grow Employment Commitment	44
PW-12 Charitable Contributions Certification	45

Library Associates

LW-1	Los Angeles County Code	46–49
LW-3	County of Los Angeles Living Wage Ordinance	50
LW-4	County of Los Angeles Living Wage Program / Acknowledgement & Statement of Compliance	51
LW-5	County of Los Angeles Living Wage Program Labor / Payroll / Department History	52
LW-6	Guidelines for Assessment of Labor Law / Payroll Violations	53
LW-7	Medical Plan Coverage	54–55
LW-8	Cost Methodology for Operation of the Technical Library	56
Subcontractors' Forms List		57
Living Wage Ordinance – Application for Exemption		58
Additional Information		59

Library Associates | 8383 Wilshire Blvd, Suite 355
Beverly Hills, CA 90211

July 18, 2006

Mr. Donald L. Wolfe
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

Dear Mr. Wolfe,

Library Associates is pleased to provide the Department of Public Works with this proposal for the Operation of the Technical Library. Library Associates is well acquainted with all facets of the management and operation of the technical library, and should we be selected to continue with a new contract, we will continue to provide the librarian currently in place.

Since our first contract with the County in 1992, Library Associates has grown significantly, and our library management service projects have broadened to include law firms, medical libraries, other government agencies, private corporations and public libraries. In addition to providing and managing qualified staff, Library Associates also consults on a wide variety of information and knowledge management projects including collection audits, negotiation of enterprise wide agreements with database and systems vendors, cataloging of print and digitized materials, archival management and evaluations of libraries that are seeking to reduce the size of their collections and become less reliant on printed materials.

Library Associates is represented for purposes of this contract by Karin Jacobi, as its Administrator and Keith Gurtzweiler, Manager of Recruiting. Both may be reached at:

Library Associates
8383 Wilshire Blvd. Ste. 355
800.887.6794
keith@libraryassociates.com
kjacobi@libraryassociates.com
www.libraryassociates.com

Sincerely,

Keith Gurtzweiler
Manage of Recruiting

Library Associates

PROPOSER'S CAPABILITIES AND EXPERIENCE

Library Associates is a library management and staffing firm specializing in the recruitment, placement and management of Information Professionals. Library Associates is the DBA (doing-business-as) for Libraries, Inc., a woman-owned California corporation organized in 1989.

Library Associates employs approximately 100 information professionals through our California offices and 90 information professionals through our Washington, DC offices. These people are librarians, archivists, web designers, indexers, abstractors and other information related personnel. The majority of them have at least a graduate level degree in Library Science or Information Science. In addition to the DPW Technical Library, Library Associates also manages the library for Pillsbury Winthrop LLP (San Francisco), Toyota Motor Sales (Torrance), BP (British Petroleum North America – Naperville IL), Manatt, Phelps & Phillips LLP (Los Angeles) and a number of small Medical Libraries through our affiliated company, MLC (Medical Library Consultants).

Library Associates also regularly handles major outsourced library management projects for clients such as the University of Southern California (UCLA), Duke University and various offices of Microsoft. We regularly provide temporary and contract personnel to the Library of Congress and the County of Los Angeles Public Library system among others.

Since 1992 Library Associates has provided qualified personnel to develop, administer and manage the Technical Library of the Department of Public Works. Library Associates has been closely involved in all aspects of the Technical Library including cataloging, reference, marketing library services, library administration, budgeting, acquisitions and space planning.

Library Associates

LIBRARY ASSOCIATES ADMINISTRATIVE STAFF

Deborah Schwarz - MLS – President and Chief Executive Officer

Los Angeles Staff

Earl Williams - MA – Chief Financial Officer
Karin Jacobi - Administrator/Accountant
Keith Gurtzweiler – MA – Manager of Recruiting
Joanne Schwarz – MLS – Senior Consultant/Recruiter
Jennifer Lange-Pomes – BA - Technical Services/Project Manager
Bradley Rogers – BS – Staffing Specialist
Patty De Anda – BA – Recruiting Assistant

Washington, DC Staff

Kristen Kneussl – BA - VP Finance and Administration
Omar Akchurin – MLS - VP, Client Services
Barbara MacDonals – MLS - Director of Business Development
Jacques Domenge – MA, Recruiting & Business Development Administrator

Deborah Schwarz

PROFESSIONAL EXPERIENCE

1983–Present
President & CEO
Library Associates, Beverly Hills, CA and Rockville, MD

- Provide hands-on oversight and leadership for all recruiting and sales activity for the corporate staff in all offices, having built the company from a solo proprietorship to a national organization with over $6 million in revenues in 2003, and an employee force of approximately 170.
- Responsible for marketing and sales on a national level, and directs the overall strategic growth and planning for Library Associates.
- Manage and direct the recruiting activities of six full-time staffing specialists, and an administrative staff, including three Vice Presidents in Colorado and Maryland.
- Act a Senior Advisor/Consultant on specific projects, particularly when the project involves the evaluation or auditing of employees, and staffing project management.

1998–Present
Project Manager
Pillsbury Winthrop Shaw Pittman LLP, San Francisco, CA

- Provide a strategic plan for Pillsbury Madison & Sutro (now Pillsbury Winthrop Shaw Pittman) in 1998, which lead to a contract for outsourcing the firm's law library in San Francisco. The library had a staff of 11 professionals, and a budget of $1.5 million.
- As Project Manager, responsibilities include a major staffing reorganization, a rigorous collection development plan that included weeding a voluminous, but obsolete collection, and moving the library in 2000 to a new facility.
- Work with executive management to design the new library space, and successfully outlast several of Pillsbury's internal management changes, as well as a merger with a New York firm in 2000.
- Provide an analysis of the library's ILS, and advise on the purchase and installation of a new firm-wide system in 1999.
- Perform a firm-wide retrospective conversion.
- Currently work on several new projects at Pillsbury, including knowledge management and a new Intranet.

1983–1985
Library Director
Attorneys Office Management, Inc., Los Angeles, CA

- Created a centralized research facility for a major property management firm that outsourced office space and services to small law firms and solo practitioners.
- Managed a team of librarians who provided reference and research, as well as library maintenance to 45 law libraries within AOMI's 50 property inventory.
- Developed a marketing program and developed a fee-based research business for AOMI's tenants, that included access to LEXIS and WESTLAW. AOMI sold its interests to Barrister Attorney Services in 1986, but retained the research facility.

1981–1983
Library Director
National Medical Enterprises, Santa Monica, CA

- Developed a combined medical, corporate and legal library for National Medical Enterprises (NME), a national outsourcing firm for medical services and hospital administration, that has since become Tenet Corp.
- Worked with architects and space planners to design a new library facility when NME built a new office complex.
- Acquired 40,000 volume library, created library systems and installed an integrated library system using INMAGIC software.
- Developed circulation procedures, and marketed the library within NME's internal staff, and to the 400 NME tenants who occupied the new building.
- Provided professional staff to respond to research and reference requests, negotiated contracts with vendors and consortiums, such as OCLC.

1979–1981
Chief Law Librarian
Manatt, Phelps, Rothenberg & Tunney, Los Angeles, CA

- Managed the law library for this 100-attorney firm, and supervised a staff of 5.
- Responsible for budget, research and reference services and database administration.

EDUCATION

Master of Library Science
University of Toronto

Bachelor of Arts, history and journalism
University of Michigan

PROFESSIONAL AFFILIATIONS

American Society of Information Science (ASIS)
Special Library Association (SLA)
American Library Association (ALA)
Public Library Association (PLA)
National Association of Women Business Owners (NAWBO)

Keith Gurtzweiler

EXPERIENCE

2003–Present
Library Associates, Beverly Hills, CA

Recruiting Manager, 2006–Present

- Manage staff of 3.5 FTE
- Oversee all recruiting department activities
- Define strategy for meeting clients' needs and filling open positions
- Adjust workflow and staffing to provide sufficient support to current and upcoming positions
- Train and coach staff on best practices in recruiting, interviewing and consulting
- Analyze profitability of current and potential recruiting business
- Fulfill Recruiter duties as described below

Recruiter, 2003–2005

- Perform recruiting assignments for clients
- Executive- to entry-level recruiting and staffing in library and information science
- Draft and summarize position descriptions, minimum qualifications, responsibilities
- Create job posting and advertising strategy
- Review incoming resumes for relevancy
- Contact and pre-screen potential candidates
- Interview and make recommendations on best-qualified candidates
- Present candidates to clients
- Contact professional references
- Verify employment and education
- Negotiate salary and benefits
- Manage staffing for client projects
- Develop Recruiting Department forms, policies and procedures as needed
- Research prospective clients and stay current on industry trends

2000–2002
Templeton & Associates, Denver, CO

Legal Placement Coordinator, 2001–2002

- Recruited and placed qualified candidates in legal industry
- Participated in industry associations and professional organizations
- Negotiated client contracts and candidate compensation packages
- Advertised positions in newspapers and on website
- Reviewed incoming resumes and responded to candidates

- Interviewed and counseled candidates
- Assisted with marketing and business development strategies
- Edited company brochure
- Customized database to streamline recruiting functions
- Promoted from Staffing Assistant position

Staffing Assistant, 2000–2001

- Edited and updated all standard outgoing office correspondence
- Coordinated services with vendors as needed or requested
- Oversaw temporary employee payroll procedures including: INS Form I-9, IRS Form W-4, employee timesheets and paychecks
- Maintained and searched multiple databases and performed general clerical duties
- Redesigned office filing system and internal company forms for increased efficiency

1997–1999
Starbucks Coffee Company, New York, NY
Shift Supervisor

- Orientated and trained new employees
- Position held while attending graduate school Ensured employee compliance with company policy and OSHA regulations
- Conducted employee reviews and coached on areas of needed growth

EDUCATION

New York University, New York, NY
Master of Arts, French Studies

DePaul University, Chicago IL
Bachelor of Arts Magna Cum Laude, French major and art history minor
Undergraduate study abroad in Paris, France, as follows:

- Université de la Sorbonne–Paris IV
- Institut catholique
- Institut d'Etudes Européennes

PROFESSIONAL AFFILIATIONS

Member, Southern California Association of Law Libraries (SCALL), 2005–Present
Non-Attorney Member, Lesbian and Gay Lawyers Association of Los Angeles (LGLA), 2004

KARIN JACOBI

SUMMARY OF QUALIFICATIONS

Office Management
Full Charge Bookkeeping
Accounts Receivable/Payable
JE, GL, ME, P&L Reports
Payroll and Payroll Taxes
Quarterly Tax Reports
Interviewing/Client Evaluation
Personnel Supervision/Training
Prepared Financial Statements
Inventory Control/Purchasing
Customer Service
Receptionist/Multi-line Phones

SUMMAYOF SOFTWARE EXPERTISE

Microsoft Office Suite
MAS90
Lacerte
ADP
QuickBooks and Quicken
MYOB
Peachtree
CFS Tax Programs

WORK EXPERIENCE

2006–Present Library Associates, Inc Beverly Hills, CA
AccountantAdministrator

- A/P, A/R, P/R for 2 Companies, Cost Accounting
- Maintain Client and HR Files
- Human Resources Functions

2000–2006 Independent Contract Work CA
Accounting & Office Management

- Full Charge Bookkeeping: Including Month End Reports,
- Quarterly Reports, W2's and 1099's, Office Management
- Payroll Manager, Human Resource Functions, Business Managment
- Preparing Personal & Corporate Tax Returns

1998–2000 Colorado Railcar Mfg., LLC Ft. Lupton, CO
Accountant

- Set Up Accounting Department; Including Policies & Procedures
- A/P for 2 Companies, A/R, Payroll, Cost Accounting, Fixed Assets
- Office Management, Human Resources Back Up

References available upon request

COLETTE OSTRYE

EXPERIENCE

Library Associates, Beverly Hills, CA 4/2002-present
Librarian, Technical Library, **Los Angeles County Dept. of Public Works.** Maintain collection of 6000 titles, 500 archival items. Perform reference, research, cataloging, acquisitions, interlibrary loan, and circulation. Maintain subscriptions for 70 periodical titles. Utilize LexisNexis, Inmagic DB/Textworks, and Library of Congress Classification system. Maintain order file for all publications received by Dept. of Public Works

Library Associates, Beverly Hills, CA 1997-12/2001 Cataloged collections for Orange County Public Library (Music), Simon Wiesenthal Center, University of Judaism, Skirball Cultural Center, Santa Monica Public Library, Pasadena Public Library. 10/1991-2/1992 Cataloged 3000 aerospace documents for Lockheed.

Advanced Information Management, Los Angeles, CA 1994-1996 Cataloged collections for Walt Disney Imagineering.
1990, 1992 Performed reference services for Colton Public Library, Ontario Public Library, Los Angeles County Office of Education,

Manatt, Phelps, Phillips, law firm 1993
Retrospective conversion of law titles.

Baker & MacKenzie, law firm 1992
Retrospective conversion of law titles.

Los Angeles Times, Editorial Library 1984-88
Indexing of daily newspaper.

California State University, Los Angeles, JFK Library 1981-83
Supervision of circulation desk evenings and weekends.

Brown and Caldwell, Consulting Engineers 1974-78
Reference, research, cataloging, and maintenance of collection on the subject of water, wastewater, solidwaste.

EDUCATION

MLS, University of Hawaii
BA Music, MA credits, California State University, Los Angeles
BA English Literature, San Diego State University
French language credits, University of Paris VIII, University of Provence, Aix-Marseille

SKILLS

LexisNexis, Inmagic DB/Textworks, Microsoft Word, OCLC CatMe and Passport, LCC, DDC, LCSH, AACR2

Library Associates

WORK PLAN

Library Associates will provide a full-time professional librarian with an MLS degree from an accredited institution to maintain and administer all operational aspects of the Technical Library. As we have a librarian already working at the DPW, she knows and has been able to work a forty-hour workweek from 6:45 am to 5:30 pm, Monday-Thursday.

Library Associates will provide replacement support if and when the librarian assigned to the Technical library takes vacations or has sick days. Library Associates maintains a staff of librarians who can be assigned to fill in during the regular librarian's absence. Should any of the regular employees not be available, Library Associates has the ability through its resources to recruit and orient a temporary librarian to ensure that the Technical Library's operations are continuous, thereby, ensuring no interruption of services.

The work plan for the librarian assigned to the Technical Library includes the following elements:

LIBRARY MANAGEMENT DUTIES:

a) Collection analysis and development, including both print and electronic resources. The librarian will monitor publishers' literature, as well as other professional literature to recommend new purchases or acquisitions of print/electronic resources. The Librarian issues, receives and shelves books and other publications.
b) Documents the (Technical Library Procedural Book) all new and updated procedures, forms, timetables, etc. relating to the Technical Library's operations.
c) Catalogs using the Library of Congress classification schemes and subject headings. Catalogs all new publications as ordered by Public Works and the branch libraries. Also catalogs archival materials using classic archival procedures for processing these materials.
d) Librarian will be well acquainted with the Technical Library's software, InMagic. Maintains InMagic tracking record for all publications ordered through the Public Works Publications Coordinator. Is able to generate reports and respond to inquiries when necessary. Applies knowledge of InMagic to troubleshoot, create and edit report formats.
e) The librarian will cross train any County employee as required on basic library skills, including data entry, processing, shelving or other clerical duties as needed.
f) Will conduct training sessions, upon approval, in the use of library systems, including InMagic, Lexis, Dialog, the Internet, etc.

g) Plans, recommends and monitors the Technical Library budget. Prepares
h) statistical data and designs spreadsheets for budget as necessary. Reconciles invoices, monitors vendor contracts and issues reports on expenditures.
i) Will prepare correspondence and reports relating to the Technical Library operations and services as requested.
j) The librarian will either maintain or revise written procedures, as necessary, or develop written procedures to document library practices and policies.
k) The librarian will maintain a good working relationship with Public Works visitors, vendors, employees, management and staff or any outside entity associated with the County, including any consortiums or networks.

REFERENCE SERVICES

a) The librarian will provide reference and circulation services by assisting Public Works employees in locating information, publications, and documents utilizing technology and in-house resources.
b) The librarian will be able to conduct the reference interview and respond to all requests for information, document retrieval, research and other questions. The librarian will track reference requests and any associated expenditures to comply with the County's charge back services.
c) The librarian will maintain positive relationships with outside sources, including other libraries so as to be able to borrow, obtain and retrieve information that may not be available from the County's Technical library.
d) The librarian will stay informed as to any current areas of research interest pertinent to the Public Works programs.
e) The librarian will monitor new reference sources and trends, both in print and online.
f) The librarian will prepare articles and interesting documents for inclusion in a departmental newsletter as necessary.

ADMINISTRATION

a) The librarian will follow established procedures and regulations and generally adhere to any policies as required by the County.
b) The librarian will have excellent written and verbal communication skills to be able to responds to requests, to work with the County in any library marketing programs, and to instruct and/or guide anyone who uses the library.

c) The librarian will maintain a high level of professionalism when representing the County to any outside agencies, individuals or groups.
d) ***Library Associates*** provides support to the librarian, by encouraging and financing participation in relevant professional associations, so that the librarian assigned to the County is able to keep current on new technologies, resources and methodologies as regards information, library systems, and new products.
e) The librarian will report any procedural, personnel, technical, operational, and administrative items of significance to the Contract Manager.
f) The librarian will represent and/or promote Technical Library services awareness at Public Works management, employees, staff, etc. meetings as requested.
g) The librarian will observe all applicable State of California Occupational Safety and Health Administration (CAL/OSHA) and Public Works' safety requirements while working at a Public Works facility.
h) The librarian will recommend publication and equipment purchases, prepare orders for approval and review and verify invoices for payment approval.

Library Associates

SUBCONTRACTORS

Library Associates does not plan to employ subcontractors if awarded the contract to continue providing the librarian for the Operation of the Technical Library.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 06/23/2005

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000424199-0001-4	L289	Miscellaneous Serv	11/01/1989	Active

ISSUED TO

LIBRARIES INC

8383 WILSHIRE BOULEVARD SUITE #35
BEVERLY HILLS, CA 90211-2403

8383 WILSHIRE BOULEVARD SUI
BEVERLY HILLS, CA 90211-2403

ISSUED BY:

Antoinette D. Christandl

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS P.O. BOX 53200, LOS ANGELES, CA 90053-0200

FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 06/01/2006

PRODUCER Small Commercial Account
Hub International of California
6101 W. Centinela Ave, Ste 210
Culver City, CA 90230

(310) 568-5900... fax (310) 568-9098

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Libraries, Inc.
dba: Library Associates
8383 Wilshire Blvd. #355
Beverly Hills, CA 90211

COMPANIES AFFORDING COVERAGE

COMPANY A: Insurance Corporation of Hannover

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT	H67-100022100	03/22/2006	03/22/2007	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ Excluded
					MED EXP (Any one person)	$ 5,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	H67-100022100	03/22/2006	03/22/2007	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Proof of Insurance

CERTIFICATE HOLDER

Libraries, Inc. DBA: Library Associates

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 06/01/2006

PRODUCER Small Commercial Account
Hub International of California
6101 W. Centinela Ave, Ste 210
Culver City, CA 90230

(310) 568-5900... fax (310) 568-9098

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INSURED
Library, Inc.
8383 Wilshire Blvd. #355
Beverly Hills, CA 90211

COMPANIES AFFORDING COVERAGE

COMPANY A: National Casualty Company

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
X					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
A	OTHER Professional/E&O Empl Prac Liability	THO0001030	06/23/2005	06/23/2006	Limit: $1,000,000 Deductible: $50,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Proof of Insurance

CERTIFICATE HOLDER

Libraries, Inc. DBA: Library Associates

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Library Associates

RECORD KEEPING

Employee reports to the client's work site location at the beginning of their shift, in this case, to the library at the Department of Public Works (DPW). At DPW's preference, Employee may verbally check in with supervisor at the beginning and end of each shift. On a paper timesheet, Employee records the time work is begun for the day, ended for lunch, begun after lunch, and ended for the day. Employee records hours in this way for every work day that falls within a "pay period." Library Associates has two pay periods per month, one that covers the 1st through the 15th of the month, and another that covers the 16th through the last day of the month. At the final work day of the pay period in question, the Employee has the DPW supervisor verify all time recorded on the timesheet for accuracy and, if the supervisor agrees with all of the information record, both the Employee and the supervisor sign the timesheet. Employee then submits the timesheet via facsimile to Library Associates on the final work day of the pay period. A copy of the Timesheet template is attached.

Our Recruiting Assistant collects all incoming timesheets and looks to make sure the Employee's name, work site location, pay period dates, signature and date, supervisor's signature and all other fields are completed accurately. The Recruiting Assistant also ensures that all the hours worked are totaled correctly for each day and for the pay period. If there are any questions with regard to recorded information on the timesheet, Library Associates immediately calls the Employee and the client supervisor to discuss any questions. If all the information appears accurately recorded, the timesheet is forwarded to the Administrator, who double-checks the timesheet for accuracy and appropriate signatures and then enters the data electronically into GevityHR's website. The timesheet is used as a source document to create our payroll. GevityHR is outsource partner who processes our payroll, benefits, and human resources functions. The Employee's hourly pay rate is entered and the total number of hours worked in the pay period are entered for each pay period, broken down by straight-time, time-and-one-half, and double-time. The system automatically calculates the total pay based on these entries.

After payroll has been submitted to GevityHR on the due date, GevityHR processes our payroll and generates paychecks and direct deposit stubs, which are sent to our office on the 5th and 20th of each month (i.e. "pay day") along with a payroll report. We check the payroll report against each timesheet to ensure accuracy. We then mail via USPS all direct deposit stubs and live paychecks to our employees on the day we receive them. While not mandatory, almost all of Library Associates' employees have signed up for direct deposit. Those that prefer live checks have the option of making arrangements with Library Associates to collect their check in person, but very few employees exercise this option. Most checks and direct deposits stubs are mailed.

Everything is included on the check stub or direct deposit stub as required by law, including but not limited to gross wages and deductions, net wages, federal and state tax withholdings, Medicare, any medical benefits contributions, life insurance, and so forth. All compensation for a given pay period is included on one check or in one direct deposit distribution and is reflected on the stub. For instance, regular time and overtime are included in the same check/direct deposit. This position is paid one rate for regular hours worked, one and one-half times that rate for "time and a half" and two times the rate for "double time" when appropriate. It is anticipated that our Employee will not work overtime for the Librarian position at the Department of Public Works. There is no travel time with this position paid. In addition to the check/direct deposit stub that Employee receives, Employee can log into GevityHR's online system and may view their own pay history, including pay stubs. An actual history (redacted) has been included in our proposal.

The signed timesheet is filed with all other employees' timesheets for that same pay period. Each pay period is filed separately, and Library Associates holds the timesheets for three years. The timesheets are compared against the payroll reports, and after three years, the timesheets are either moved to storage or are shredded. The payroll reports are kept for a period of at least ten years.

There is a section on the timesheet for the employee to mark if a meal period was missed. Additionally, the timesheets list the times for beginning and ending of work, including for a meal period, so we are able to track whether the Employee has taken the appropriate meal breaks.

This position does not have multiple wage rates, and Employee staffed in DPW's Librarian position would work full time only on this assignment and would receive the same hourly wage rate for all time spent performing work.

LIBRARY ASSOCIATES - TIMESHEET (for non-exempt employees) FAX 323 852 1093

NAME: SITE: PAYROLL PERIOD ENDING:

* DATE		Regular Hours Worked: Morning FROM	Morning TO	Afternoon FROM	Afternoon TO	No. of Regular Hours Worked	*** Meal Waiver	Overtime Hours Worked FROM	Overtime TO	**** No. of Overtime Hours Worked	Hours Absent FROM	Hours Absent TO	***** No. of Hours Absent	****** REASON
1	16													
2	17													
3	18													
4	19													
5	20													
6	21													
7	22													
8	23													
9	24													
10	25													
11	26													
12	27													
13	28													
14	29													
15	30													
	31													
TOTALS:														

VACATION	V
PERSONAL	P
SICK	S
HOLIDAY	H
COMP	U

COMMENTS

EMPLOYEE SIGNATURE

DATE SIGNED

SUPERVISOR SIGNATURE

* Please circle pay period of first or second half of the month, respectively.

** A paid 10-minute break is mandatory for every four hours worked. Please check "Break" column to confirm break was taken.

*** A meal break of a minimum of 30 minutes of unpaid time must be taken after five hours of work. Anyone willing to occasionally work through the meal break or who skips the meal break for personal reasons, must initial the "Meal Waiver" column for every day this occurs. Additionally, this must be authorized by your supervisor.

**** Overtime applies to more than 8 hours worked in one day

***** Please indicate reason for absence according to codes on the right.

****** Please include all your receipts.

gevity
people 1st

Gross	YTD Gross	Net Amt
[redacted]	[redacted]	[redacted]

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS LIGHT AND DARK BLUE ARE PRESENT.

Gevity HR, 6701 Center Drive West, Suite
Los Angeles, CA 90045
35809 Library Associates

Pay Date 20-Oct-2006

NOT A CHECK

Pay Advice For:
[redacted] (1017860-3)
[redacted]

Not Negotiable

SIGNATURE LINE CONTAINS LOGOLINE

Library Associates

PAYCHECK DETAIL 35809.Library Associates Semi-Monthly15

Paycheck History

Name:	Social Security Number:	Current Date:
D[redacted], P[redacted]	[redacted]	02-Aug-2006

Paycheck Information

[redacted]

Period Start Date	01-Jul-2006	**Current Earnings**	[redacted]
Period End Date	15-Jul-2006	**Current After-Tax Deductions**	[redacted]
Pay Frequency	Semi-Month	**Current Pre-Tax Deductions**	[redacted]
Rate of Pay	[redacted] / Hourly Rate	**Current Taxes**	[redacted]

Earnings

Type	Current Hours	YTD Hours	Current Amount	YTD Amount
Time Entry Wages	64.00	907.25	[redacted]	14764.00
Overtime	0.00	2.50	0.00	[redacted]
Vacation Time	8.00	18.00	[redacted]	[redacted]
Time Entry Wages2	8.00	8.00	[redacted]	[redacted]

Deductions

Description	Current	YTD
Pre Tax Deductions		
Medical Ptax	83.00	[redacted]
After-Tax Deductions		
Advance Company	0.00	[redacted]
LTD Atax	0.43	3.01
STD Atax	10.35	72.45

Taxes

Description	Current	YTD
SDI EE - CA	9.57	[redacted]
Medicare EE	17.36	[redacted]
FIT	127.05	[redacted]
SS EE	74.22	[redacted]
SIT - CA	25.24	[redacted]

Direct Deposit Distribution

Bank Name	Branch	Account Number	Account Type	Net Pay
[redacted]	CA	******[redacted]	Checking	$[redacted]

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: July 25, 2006 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Library Associates

DECLARANT INFORMATION

3. NAME OF DECLARANT: Deborah Schwarz

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President CEO

PROPOSER INFORMATION

6. Proposer's full legal name: Libraries Inc — Telephone No.: 323-852-1083

Address: 8383 Wilshire Ste 355 Beverly Hills CA 90211 — Fax No.: 323-852-1093

e-mail: | County WebVen No.: | IRS No.: 95-4208617 | Business License No.: 0090307

7. Proposer's fictitious business name(s) or dba(s) (if any):

County(s) of Registration: | State: | Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

- ☐ Sole proprietor — Name of Proprietor:
- ☒ A corporation: — Corporation's principal place of business: — State of incorporation: California — Year incorporated: 1989
- ☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts — President/CEO: — Secretary:
- ☐ A general partnership: — Names of partners:
- ☐ A limited partnership: — Name of general partner:
- ☐ A joint venture of: — Names of joint venturers:
- ☐ A limited liability company: — Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Library Associates	Title	Phone 323-852-1083	Fax 323-852-1093
Street 8383 Wilshire Blvd Ste 355	City Beverly Hills	State CA	Zip 90211
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

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

14. CHECK ONE:
- ☐ (a) I am making these representations on my personal knowledge; **OR**
- ☒ (b) I am making these representations based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: Karin Jacobi — Date: Aug 1, 2006

Type name and title: Karin Jacobi Administrator / Accountant

FORM PW-2

SCHEDULE OF PRICES

FOR

OPERATION OF THE TECHNICAL LIBRARY

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer hourly billing rate shall include all costs in delivering this services, such as administrative, labor (salary and employee benefits), supervision, materials, transportation, taxes, equipment, supplies, overtime, holiday, training, uniforms, etc., unless stated otherwise in the Request for Proposals. It is understood and agreed that the Annual Hours set forth in the Schedule of Prices, they are only estimates, and the Rate Per Hour quoted will apply to the actual hours, whatever they may be.

ITEM	EST. ANNUAL HOURS	RATE PER HOUR	PROJECTED ANNUAL COST
Librarian to operate Public Works Technical Library.	2,080	$ 33.65	$ 69,992.00

TOTAL PROJECTED ANNUAL COST $ 69,992.00

LEGAL NAME OF PROPOSER: LIBRARIES INC (DBA) Library Associates		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: [signature]		
TITLE OF AUTHORIZED PERSON: President & CEO		
DATE: 7/17/06	STATE CONTRACTOR'S LICENSE NUMBER: n/a	LICENSE TYPE: —
PROPOSER'S ADDRESS: 8383 Wilshire Blvd Suite 355 Beverly Hills, CA 90211		
PHONE: 800-987-6794	FACSIMILE: 323-852-1093	E-MAIL:

DSchwarz
LibraryAssociates.com

FORM PW-3

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Library Associates Inc		
Company Address: 8383 Wilshire Blvd Ste 355		
City: Beverly Hills	State: CA	Zip Code: 90211
Telephone Number: 310-852-1083		
(Type of Goods or Services):		

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

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/purchase order 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 exemption 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, including full-time and part-time 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 that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

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: Karin Jacobi	Title: Administrator / Accountant
Signature: Karin Jacobi	Date: August 1, 2006

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: OPERATION OF THE TECHNICAL LIBRARY
SERVICE BY PROPOSER Library Associates
PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts.	40	50	67	51	78	286	62
2. Total dollar amount of Contracts (in thousands of dollars).	2.4mil	2.7mil	2.8mil	2.4mil	2.7mil		2 mil
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Karin Jacobi
Name of Proposer or Authorized Agent (print)

Karin Jacobi
Signature

8.1.06
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, DEBORAH SCHWARZ

- [x] sole owner
- [ ] general partner
- [ ] managing member
- [x] President, Secretary, or other proper title) _____

of LIBRARY ASSOCIATES
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date 7-18-06

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Operation of the Technical Library, LA County Dept. of Public Works

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Library Staff	DATES: 2003-2006
DEPT/ DISTRICT: LA County Public Library	
CONTACT: Tryphenia Funches	
TELEPHONE: 562-940-8485	
FAX: 562-803-0016	
EMAIL: TFUNCHES@GW.COLAPL.ORG	

SERVICE: Staffing	DATES: 2004 - ongoing
DEPT/DISTRICT: Bureau of Alcohol, Tobacco, Firearms (BATF)	
CONTACT: Brian Wilkins	
TELEPHONE: 202-927-7715	
FAX: Library Services ATF Offices nationwide	
EMAIL: Brian.Wilkins@ATF.Gov	

SERVICE: Staffing	DATES: 2005-2006
DEPT/ DISTRICT: LA County Law Library	
CONTACT: Marcia Koslov	
TELEPHONE: 213-629-3531 x319	
FAX: 213-680-1727	
EMAIL: MJK@LALAW.LIB.CA.US	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Staffing	DATES: 2005-2006
AGENCY/ FIRM: UCLA-Southern Regional Lib	
ADDRESS: Box 951388, 132 SRLF	
CONTACT: Jeff Sundquist	
TELEPHONE: 310-206-2882	
FAX: 310-206-5074	
EMAIL: JQuist@Library.UCLA.EDU	

SERVICE: Staffing	DATES: 1997-2006
AGENCY/ FIRM: Pillsbury Winthrop LLP	
ADDRESS: 50 Fremont St SF, CA	
CONTACT: Miriam Ben-Matan	
TELEPHONE: 415-983-1000	
FAX:	
EMAIL: miriam.benmatan@PillsburyLaw.com	

SERVICE: Staffing	DATES: ~~2005~~ 1998-2006
AGENCY/ FIRM: Toyota Motor Sales	
ADDRESS: 19001 S. Western Ave	
CONTACT: Ron Kirkpatrick	
TELEPHONE: 310-468-7802	
FAX:	
EMAIL: Ron_Kirkpatrick@Toyota.com	

SERVICE: Staffing	DATES: 1998-2006
AGENCY/ FIRM: Kirkpatrick+Lockhart	
ADDRESS:	
CONTACT: Karen Doyle	
TELEPHONE: 310-552-5022	
FAX:	
EMAIL: KDoyle@KLWG.com	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Library Associates

Address 8383 Wilshire Ste 355 Beverly Hills CA 90211

Internal Revenue Service Employer Identification Number 95-4208617

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, 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.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☐	YES
		☐	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑	YES
		☐	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☑	YES
		☐	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑	YES
		☐	NO

Proposer Library Associates

Authorized representative Karin Jacobi

Signature Karin Jacobi

Date 8-1-06

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	Library Associates
My County (WebVen) Vendor Number:	

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): * Regular Office Staff Only					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition of Firm	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						1
Asian or Pacific Islander						
American Indian						
Filipino						
White		1	1	1	1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Karin Jerant	Administrator	8·1·06

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title Recruiting Manager
Firm Name Lehrer associates	Date 7/19/06

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Library Associates
Company Name

8383 Wilshire Blvd Ste 355 Beverly Hills CA 90211
Address

95-4208617
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

Karin Jacobi
Signature

Aug 1, 2006
Date

Karin Jacobi Administrator / Accountant
Name and Title (please type or print)

FORM LW-1

LOS ANGELES COUNTY CODE

Chapter 2.201

Living Wage Program

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 less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 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. (Ordinance No. 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. (Ordinance No. 99-0048 § 1 (part), 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 $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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. (Ordinance No. 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. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 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. (Ordinance No. 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 contact; 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.(Ordinance No. 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, not to exceed three years. (Ordinance No. 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 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. (Ordinance No. 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. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

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FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☑ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☒ Other: Bi-Monthly (Specify)

PLEASE PRINT COMPANY NAME: Library Associates	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Karin Jacobi	DATE: Aug 1. 2006
PLEASE PRINT NAME: Karin Jacobi	TITLE OR POSITION: Administrator / Accountant

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☑ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☑ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☑ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☑ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☑ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Karin Jacobi
Owner's/Agent's Authorized Signature

Karin Jacobi Administrator
Print Name and Title

Library Associates
Print Name of Firm

Aug 1, 2006
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name:_____ Contracting Department: _____ Department Contact Person:_____ Phone:	RANGE OF DEDUCTION_____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Library Associates

Name of Proposer's Health Plan: Aetna Health Date: 7.25.06

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	(Y) N	$	
Employee + 1 dependent	(Y) N	$	
Employee + 2 dependents	(Y) N	$	
Employee + 3 dependents	(Y) N	$	
Proposer's portion of above health premium payment			
Employee only	(Y) N	$	
Employee + 1 dependent	(Y) N	$	
Employee + 2 dependents	(Y) N	$	
Employee + 3 dependents	(Y) N	$	
Any Annual Deductible?			
Per Person	Y (N)	$ 300	
Per Family	Y (N)	$ 900	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	(Y) N	$ 2,000	
Per Family	(Y) N	$ 6,000	
Any Lifetime Maximum?			
Per Person	(Y) N	$	
Per Family	(Y) N	$ Unlimited	
Ambulance coverage	(Y) N	$	
Doctor's Office Visits	(Y) N	$	$15 Co-Pay
Emergency Care	(Y) N	$ 90%	
Home Health Care	(Y) N	$	
Hospice Care	Y N	$	
Hospital Care	(Y) N	$	In $250.00 & 90% Out 90%
Immunizations	(Y) N	$	
Maternity	(Y) N	$	
Mental Health	(Y) N	$	
Mental Health In-Patient Coverage	(Y) N	$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	$	
Physical Therapy	Y N	$	
Prescription Drugs	(Y) N	$	Generic 10.00 Brand 30.00
Routine Eye Examinations	(Y) N	$	$10.00 Co-Pay
Skilled Nursing Facility	(Y) N	$	250 + 90%
Surgery	(Y) N	$	
X-Ray and Laboratory	(Y) N	$	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 60 days of employment.

☒ Is defined as an employee who is employed more than 30 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 7 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 7 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 10 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

COST METHODOLOGY FOR OPERATION OF THE TECHNICAL LIBRARY

FORM LW-8

PROPOSER: Library Associates

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Librarian		10	10	10	10			40	2080	21.52	$ 44,761.16
											$
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:

Total Annual Salaries	$ 44,761.16
(1) Vacations, Sick Leave, Holiday	$ 2,582.40
(2) Health Insurance **	$ 3,484.32
(3) Payroll Taxes & Workers' Compensation	$ 6,714.00
(4) Welfare and Pension	$ —
Total Annual Employee Benefits (1+2+3+4)	$ 12,780.72
(5) Equipment Costs	$ —
(6) Service and Supply Costs	$ —
(7) General and Administrative Costs	$ 7,737.12
(8) Profit	$ 4,713.00
Total Annual Other Costs (5+6+7+8)	$
TOTAL ANNUAL PRICE	$ 69,992.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

P:\CONTRACTS\REVISEDCOSTMETHODOLOGY.XLS

Library Associates

There is no Subcontractors' Forms List.

Library Associates

LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION

Library Associates is not applying for exemption.

Library Associates

ADDITIONAL INFORMATION

There is no additional data we wish to present .