

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



Margaret Donnellan Todd County Librarian

November 12, 2014

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

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

15 November 25, 2014

chi a. Hamai SACHI A. HAMAI **EXECUTIVE OFFICER**

Dear Supervisors:

AWARD OF TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES CONTRACTS FOR PUBLIC LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve the proposed contracts with Library Associates, Inc. (dba LAC Group) and Howroyd-Wright, Inc. (dba AppleOne Employment Services) to provide as-needed temporary librarian and library assistant personnel services to the Public Library as a result of a Request for Proposal (RFP) released on March 17, 2014.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached contracts with Library Associates, Inc. (dba LAC Group) and Howroyd-Wright, Inc. (dba AppleOne Employment Services) to provide temporary librarian and library assistant personnel services for a period of four years, with one one-year renewal option and six month-to-month extensions, at a combined annual amount not to exceed \$600,000. These contracts shall become effective upon your Board's approval or December 1, 2014, whichever is later.

2. Approve and delegate authority to the County Librarian, or her designee, to execute amendments for future unanticipated changes in the scope of work, and to increase the contract amount to cover the cost of such changes, not to exceed 10% of the original contract amount.

3. Approve and delegate authority to the County Librarian, or her designee, to execute amendments to exercise the one year renewal option and six month-to-month extensions under the terms of the contracts.

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4. Approve and delegate authority to the County Librarian, or her designee, to execute amendments to implement additions and/or changes of certain terms as required by the Board or Chief Executive Officer during the term of the contract, and to adjust the contract amount due to such changes, if necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Temporary Librarian and Library Assistant services are essential to the Public Library's operation. Approval of the recommended actions will provide the Public Library with the ability and flexibility to maintain operations with minimal disruption to library customers when staffing levels are affected by peak load, temporary absence, or emergency other than a labor dispute.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1).

FISCAL IMPACT/FINANCING

The Public Library is requesting approval for a combined maximum annual amount not to exceed \$600,000 under these contracts. The cost for these contracts will be paid from existing funds included in the Public Library's operating budget. The contract documents provide that the County guarantees no minimum service or expenditure to the contractors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized under Government Code section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary help under this Government Code Section is limited to a period not to exceed ninety (90) days or 720 hours for any single peak load, temporary absence or emergency situation.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for temporary librarian and library assistant personnel services for the Public Library. All requirements of the Government Code section 31000.4 for contracting of temporary services have been met, and there is no conflict of interest. The solicitation permitted the award of more than one contract, and the Public Library has determined that the award of two contracts will provide more flexibility in maintaining operations. It has been the Public Library's practice for a number of years to have two contracts, used alternately, available to meet the need for temporary librarian and library assistant personnel services, and the award of these contracts is consistent with that practice.

The contracts contain a provision which requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contracts. The recommended contractors also agree to comply with the Jury Service Program and the Safely Surrendered Baby Law.

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

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Advanced copies of the RFP and the proposed Contracts were provided to SEIU Local 721.

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

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On March 17, 2014, proposals were solicited from the vendors listed on Attachment A through the Internal Services Department's purchasing website, as well as from vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) database, also on Attachment A.

On April 17, 2014, the Public Library received a total of four proposals and, in June 2014, these proposals were evaluated utilizing an informed averaging scoring methodology. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. All related evaluation materials and scoring documents were retained. The Public Library also reviewed available resources to assess the recommended contractors' past performance.

The Public Library determined, through the RFP process, that these services can be performed by Library Associates, Inc. (dba LAC Group) and Howroyd-Wright, Inc. (dba AppleOne Employment Services). These recommended contractors were ranked the highest overall and were determined to have the most responsive and responsible proposals. The recommended contractors' CBE Information Summaries are included as Attachment B.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts as these contracts are for non-Proposition A services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these contracts will assure continuation of temporary librarian and library assistant personnel services for the Public Library with minimal disruption to library customers.

CONCLUSION

Please return an adopted copy of this Board Letter and attachments to the Public Library. In addition, please return to the Public Library two fully conformed copies of the contracts with original signatures.

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

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Respectfully submitted,

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MARGARET DONNELLAN TODD County Librarian

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Enclosures

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

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	(636) 225-7211	5.K. DATA SYSTEMS, INC. BOX 766I, , MANCHESTER, MC, 63011-1066	
	Ext:221 (703) 468-0153	ACUS MANAGEMENT SERVICES, LLC 166 FAIRFAX BLVD, SUITE # 402, , FAIRFAX, VA, 22030	
	(626) 395-0800	BOTT STAFFING COMPANIES 5 E. COLORADO BLVD., STE. 418, PASADENA, CA, 91101	
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	1817-259 (919)	BUSINESS ADVANTAGE CONSULTING 101 PARKSHORE DRIVE STE 100, FOLSOM, CA, 95630	1024829
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	EX4:508 (310) 644-5500	BUSINESS RESOURCE GROUP 13545 HAWTHORNE BLVD #200, HAWTHORNE, CA, 90250	13210401
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	(292) 244-2436	C.O.R.E COMMUNITY OUTREACH RESTRUCTURING & EMPOWERING, IN 3553 ATLANTIC AVE., #1350, , LONG BEACH, CA, 90807	16373401
	(916) 691-3203	CABRERA CONSULTING SERVICE PO BOX 255073, SACRAMENTO, CA, 95865-5073	06219801
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	7050-487 (155)	CALIBER ASSOCIATES 10530 ROSEHAVEN ST., STE, 400, , FAIRFAX, VA, 22030-2840	11223201
	8287~808 (828)	CALIFORMIA CODING SPECIALISTS, LLC 599 SOUTH BARRANCA AYENUE, SUITE 573, COVINA, CA, 91723	10261021
	(949) <u>282-7664</u>	CALIFORNIA CREATIVE CONSULTINGCONSULT /C3G CONSULT /C3G, 15925 CARMENTIA ROAD, CERRITOS, CA, 90703-2205	14389301
	(353) 412-6490	CALIFORNIA CREATIVE CONSULTINGCONSULT /C3G C3G, DEPT 8500, LOS ANGELES, CA, 90084-8500	14389302
	1161-655 (808)	CALIFORMIA CREATIVE CONSULTINGCONSULT /C3G 1955 WILSHIRE BLVD, #1501, , LOS ANGELES, CA, 90017	14389303
	Ext:3001 (310) 263-3060	CALIFORMIA MANUFACTURINGTECHNOLOGY CONSULT. 690 KNOX AVE, , TORRANCE, CA, 90502	12415601

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1887101 CBIZ ACCOUNTING, TAX AND 2301 DUPONT DR., STE. 200, , IRVINE, CA, 92612-7503

CTTHYJON ENTERPRISES, INC 232820201 22120 MAIN ST., STE. 260, , HUNTINGTON BEACH, CA, 92648-6419

1001100 CASH AND ASSOCIATES, LLC 16941201 [CASH AND ASSOCIATES, LLC 16041201 [S601 MANHATTAN BEACH BLVD., SUTIE A, GARDENA, CA, 90249-4636

CASCADE HEALTHCARE SERVICES CASCADE HEALTHCARE SERVICES 101 NICKERSON ST SUITE 200, SEATTLE, WA, 98109-1620

CAREER STRATEGIES INC. 2435 WILSHIRE BLVD., SUITE 1700, LOS ANGELES, CA, 90010

CARDINAL HEALTH CARDINAL HEALTH 184 TECHNOLOGY DR., STE. 100, , IRVINE, CA, 92618-2457

11684 VENTURA BLVD., STE 239, STUDIO CITY, CA, 91604

1107 9TH STREET, SUITE 801, SACRAMENTO, CA, 95814

9003 RESEDA BLVD, SUITE 100, NORTHRIDGE, CA, 91324

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

CALIFORNIA WORKFORCE ASS'N.

CALIFORMIA TEMP SERVICES, INC

CREERAULDER 12202011 0000 CHICAGO, IL, 200 N. LASALLE STREET SUITE 1100, CHICAGO, IL, 1000021 00000

CENOPY RESOURCE SOLUTIONS, INC CENOPY RESOURCE SOLUTIONS, INC 26741 PORTOLA PKWY, 5TE, 1E # 412, , FOOTHILL RANCH, CA, 92610-1763

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CARLOS STRATTMAN S27 S. CALIFORNIA STREET, , SAN GABRIEL, CA, 91776

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(353) 248-3451	D WELFARE INITIATIVE D WELFARE INITIATIVE WILSHIRE BLVD, SUITE 448, LOS ANGELES, CA, 90036	
(312) 453-5111	260 SYSTEMS GROUP, INC. V. STETSON AVE., STE, 3200, , CHICAGO, IL, 60601-5790	
5995-056 (108)	HEALTHORRE SERVICES MILLROCK DR., SALT LAKE CITY, UT, 84121	
(310) 306-2939	RYL MAHAFFEY I VERAGUA DR., I PLAYA DEL REY, CA, 90293-7980	
E×I:112 (646) 862-9583	RRYROAD TECHUOLOGIES MAIN ST., STE. 130, , IRVINE, CA, 92614-4290	
(620) 280-7272	NTEL R BRANNON 16 W. SANTA MARIA STREET, , MARICOPA, AZ, 85238	
(310) 952-6720	I MANAGEMENT CONSULTANTS LLC AVENUE OF THE STRRS, SUITE 1900, , LOS ANGELES, CA, 90067	
(703) 267-8312	TECHNOLOGIES & SOLUTIONS TECHNOLOGIES & SOLUTIONS RENDOM HILLS ROAD, FARREX, VA. 22030	
6077-815 (818)	GREAT OAKS BLVD, SUITE 120, ALBANY, NY, 12203 TECHNOLOGIES & SOLUTIONS	
8610-559 (507)	TECHNOLOGIES & SOLUTIONS) LEGATO RD, "3RD FLOOR, FAIRFAX, VA, 22033-2892	20213500 CCI
(916) 583-2088	TECHNOLOGIES & SOLUTIONS BOX 932881, , ATLANTA, CA, 31193	
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	0069-788 (612)	ICES PERSONNELSTRFRARK 350 S. GRAND AVE. SUITE 1610, , LOS ANGELES, CA, 90071	2362401
	4484-298 (513)	CBS PERSONNELSTAFFMARK CBS PERSONNEL SERVICES LLC, 435 ELM STREET STE 300, CINCINNATI, OH, 45202	2365402
	1771-978 (818)	CEDAR ENTERPRISE SOLUTIONS CEDAR ENTERPRISE SOLUTIONS 400 CONTINENTAL BLVD., 6TH FLOOR, EL SEGUNDO, CA, 90245-5076	0686201
	EXI:2228 (202) 407-2228	CENVEO CORPORATION 13341 CAMBRIDGE \$T., , SANTA FE SPRINGS, CA, 90670-4950	1001660
	9161-186 (218)	CENVEO CORPORATION 4115 PROFIT COURT, NEW ALBANY, IN, 47150	<u>5001830</u>
	8965-133 (008)	CENVEC CORPORATION ENVELOPE PRODUCT GROUP, PO BOX 403071, ATLANTA, GA, 30384-3071	2001830
	1264-186 (218)	CENVEO CORPORATION CENVEO CORMERCIAL ENVELOPE PRODUCTS, 705 NORTH BALDWIN PARK BLVD, CITY OF INDUZTRY, OA, 91746-1594	1001880
	1294-188 (218)	CENVEO CORPORATION CENVEO CORPORATION COMMERCIAL ENVELOPE, 201 BROAD STREET, STAMIFORD, CT, 06901	3001880
	9927-779 (213)	CGI TECHNOLOGIES & SOLUTIONS 707 WILSHIRE BLVD: SUITE 4325, LOS ANGELES, CA, 90017	1020120
	(213) 813-840S	233 2' HOÞE 31' ' LOS ANGELES' CA' 90011-1406	2028120
	9610-669 (602)	CGI LECHNOLOGIES & SOLUTIONS 4060 LEGETO ROAD, , FRIRFAX, VA, 22033	COZELZO
	0000-000 (000)	COLTECHNOLOGIES & SOLUTIONS 360 S. GRAND AVE., STE 2360, LOS ANGELES, CA. 90071-3433	113504

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	(353) 846-2600	ONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES 707 S. CENTRAL AVE. , LOS ANGELES, CA. 90011	
	Ext:107 (800) 838-0819	ONDE GROUP, INC. 366 GARNET AVENUE SUITE 415., SAN DIEGO, CA, 92109	
	2728-369 (SB2)	ONSTELLATION CONSULTING GROUP 1342 MAPLE ST., , WHITTIER, CA, 90601-2616	
	EX1239 (310) 446-9811	201 M. OLYMPIC BLVD., # 410, . LOS ANGELES, CA, 90054-1653 DASULTING DIRECT, INC.	
	6742-174 (816)	OOPERATIVE PERSONNEL SERVICES IN LATHROP WAY, SACRAMENTO, CA, 95815	
	(916) 563-1401	OOPERATIVE PERSONNEL SERVICES DOPERATIVE PERSONNEL SERVICES	21461205 C
	(916) 263-1800	DOPERATIVE PERSONNEL SERVICES EPT #34327, PO BOX 39000, SAN FRANCISCO, CA, 94139	
	Ext:321 (310) 240-2411	DPLEY PRESS INC ALLY BREEZE, 5215 TORRANCE BLVD., TORRANCE, CA, 90503	
	1619) 299-3131	DPLEY PRESS INC NA DIEGO UNION TRIBUNE PUB CO, 350 CAMINO DE LA REINA, SAN DIEGO, CA, 1008	21883602 5

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COMMUNITY RESTORATION SERVICES, INC. 1811 1/2 78TH PLACE, , LOS ANGELES, CA, 90047 COMMUNITY OUTREACH AND 14140401 00P06TUNITY PROGRAMS, 8929 5 SEPULVEDA BLVD STE 400, LOS ANGELES, CA, COMMUNITY CENTERS, INC. 7518 S. VERMONT AVE, LOS ANGELES, CA, 90044

COMMUNITY & VETERAN REINTEGRATION SERVICES 5440 CRENSHAW BLVD, SUITE 36, LOS ANGELES, CA, 90043

COLEY AND ASSOCIATES 140 HEIMER ROAD, , SAN ANTONIO TX, TX, 76232

CLAYTON J STOTT 1469 RAMONA DRIVE, , CAMARILLO, CA, 93010

9505 ARKANSAS ST., BELLFLOWER, CA, 90706-5715 CLINTON T CROSBY

CLEAR VISION II 3723 WESTSIDE AVE., , LOS ANGELES, CA, 90018-4142

CHUFFED ENTERPRISES 14007 MORRISON ST., , SHERMAN OAKS, CA, 91423-1940

301 ATLANTIC AVE., LONG BEACH, CA. 90802-2526 CHUCK BRAY

918-89 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

CIBER INC 650 CALIFORNIA ST 5TH FLOOR, , SAN FRANCISCO, CA, 94108-2702

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14868701 531 MAIN ST SUITE 1132, , EL SEGUNDO, CA, 90245

COVINGTON & PSSOCIATES, LLC 13838601 13 CRESTA VERDE DR, , ROLLING HILLS ESTATES, CA, 90274

06923301 COVENANT INDUSTRIES INC. 05923301 COVINA, CA, 91792-5102

CORESTAFF SERVICES 2 NORTH LAKE AVENUE, SUITE 900, PASADENA, CA, 91101

CORESTRFF SERVICES CORESTRFF SERVICES 16133 VENTURA BLVD., STE, 880, , ENCINO, CA, 91436-2438

8020 PRCO CORPORATE DRIVE STE 106, , RALEIGH, NC, 27617

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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DEPT #66051 REGION 1,, EL MONTE, CA, 91735-6051

PO BOX 2214, BREA, CA, 92622-2214 CORESTARF SERVICES

100 THEORY, STE. 200, JRVINE, CA, 92617-3057

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9200 SUNSET BLVD, SUITE 1100, WEST HOLLYWOOD, CA, 90069

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	8887-227 (525)	PE BONDAP BI STILLE & WONTEBEN BASK CA 91200	
	0990-585 (818)	BBIE NEWMAN 165 VENTURA BLVD., STE. 717, , ENCINO, CA, 91436-2610	
	(310) 940-9150	VINA DOUTHARD, INC. 1 NORTH SEPULVEDA #637, , MANHATTAN BEACH, CA, 90266	
	1967-878 (858)	VID TONICK ENTERPRISES INC. DBA: PEOPLE DIRECT 24 KEARNY VILLA RD. SUITE 1050. SAN DIEGO, CA, 92126	
	Ext:26 (714) 286-0082	RNELL TECHNICAL SERVICES, INC 12 N. BROADWAY, STE 106, , SAUTA ANA, CA, 92706-2621	
	8133-1498 (323)	D. BOX 462163, , LOS ANGELES, CA, 90045 NIEL R FERGUSON	
	1812-246 (199)	W MCCALL & DAUGHTERS, INC. W GURRDIAN ANGEL & ASSOC. 39045 FOXHOLM DRIVE, PALMDALE, CA. 93551	
	S189-085 (E13)	NOSURE MANAGEMENT SOLUTIONS 30 WILSHIRE BLVD. SUITE 1126, LOS ANGELES, CA, 90010-2231	
	9696-046 (818)	BERLINK TECHNOLOGIES, INC. 30 FALLBROOK AVE., STE, 126, , WEST HILLS, CA, 91307-3553	
	6646-718 (606)	VH RESEARCH INC 30 TEODY LANE STE 203, LONE TREE, CO, 80124	
	6001-889 (858)	S EMPLOYMENT SERVICES INC 47 WILSHIRE BLVD STE 210, BEVERLY HILLS, CA, 90211	
	(562) 252-9504	0587 & ASSOCIATES, LLC D6 ARKANSAS STREET, , BELLFLOWER, CA, 90706	
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	1154-984 (916)	4720 DUCKHORN DEIVE, , SACRAMENTO, CA, 95834 DONNOE & PSSOCIATES, INC.	21456101
	6489-E12 (767)	DIVURGENT, LLC 4445 CORPORATION LANE, , VIRGINIA BEACH, VA, 23462	16940201
	(562) 809-0090	DIVINE AMERICA, INC. 18000 STUDEBAKER ROAD, SUITE 285, , CERRITOS, CA, 90703	13873001
waiv	1140-615 (562)	DIVERSIFIED RISK MANAGEMENT INC 8137 3RD 5T, FLOOR 2, DOWNEY, CA, 90241	10169521
	0901-624 (196)	PO BOX 3054' COKONA, CA, 92878 PO BOX 3024, CORONA, CA, 92878	13796401
	8680-644 (818)	PRAREAT LLC DIVERSANT LLC 91367	10969191
	71 44 8 86 (818)	DEWAYNE JONES 5100 WOODMAN AVE., APT. 20, , SHERMAN OAKS, CA, 91423-1307	11444201
	8984-807 (417)	DEVELOPMENT DIMENSIONS INT'L 3100 BRISTOL ST, , COSTA MESA, CA, 92626-3099	10548121
	8874-977 (015)	DESIREE S SADDLER DESIREE S SADDLER 4676 DON LORENZO DRIVE #E, LOS ANGELES, CA, 90008	13366301
	(606) 365-3366	DELORIS BLUE BED S. MT. VERNON AVE., , COLTON, CA, 92324	15833505
	0315-335 (609)	DELORIS BLUE 15918 SUNBURST DR., FONTANA, CA, 92336-1700	15833501
	(916) 268-3100	DELOITTE CONSULTING LLP 2866 PROSPECT PARK DR., STE, 400, , RANCHO CORDOVA, CA, 95670-6065	10842011
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	(121) 551-4082	ECLAT TRANSITIONS LLC 13901 STONEFIELD LANE, CLIFTON, VA, 20124	10822991
	7993-765 (418)	E8 JACO85, LLC 300 9. BURROWES ST., , STATE COLLEGE, PA, 16601-4012	12180201
	(972) 373-9592	9808 HICKOBA HOFFOM FN'' ' IBAING' 1X' 20093-2043 E-CONRAFLING' INC	10606221
	6407-967 (626)	DYNAMICS OF BUSINESS INC. DYNAMICS OF BUSINESS INC.	10288381
	££17-907 (818)	DYVACOM PROS, INC. 18034 VENTURA BLVD, SUITE 474, ENCINO, CA, 91316	13583601
	6767-368 (818)	DWAHZA M POWELL DWAHZA M POWELL	10883021
	1116-698 (916)	DUFOUR LAW GROUP 1831 F STREET, , SCRAMEUTO, CA, 95814	10128011
	EXI:238 (714) 482-0499	DSS STAFFING, INC. 1800 E. LAMBERT ROAD, STE. 100, , BREA, CA, 92821	16222201
	0908-928 (606)	DOUGLAS W LARSON PO BOX 8467, , REDLANDS, CA, 92375	14002801
	1886-438 (417)	DONTE L GOLDEN 3468 E. ORANGETHORPE AVE., , ANAHEIM, CA, 92806	14830401
	1164-856 (916)	DONNOE & ASSOCIATES, INC. DONNOE & ASSOCIATES, INC. 4720 DUCKHOURN DRIVE, SACRAMENTO, CA, 95834	21450103
	1164-826 (916)	DONNOE & ASSOCIATES, INC. 5165 ARCHCREST WAY, SACRAMENTO, CA, 95835	21456102
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	(S06) 321-5036	EMERALD CITY SOFTWERE 3131 WESTERN AVE, SUITE 324, SEATTLE, WA, 98121	
	Ext:4141 (619) 242-1490	EMA, INC. 8865 RIO SAN DIEGO DR., STE. 301, , SAN DIEGO, CA, 92108-1610	10708911
	0958-435 (008)	ELITE TECHNICAL SERVICES, INC. 424 ROSEVALE AVE, , RONKONKOMA, NY, 11779	15216501
	0086-098 (918)	ELITE COMPUTER CONSULTANTS CORPABLE ECCO SELECT 3101 BROADWAY ST., STE, 460, , KANSAS CITY, MO, 64111-2478	10841301
	8889-829 (SSE)	ELISID MAGAZINE 1460 UNIVERSITY AVENUE SUITE:F166, , RIVERSIDE, CA, 92507	16232201
	6619-727 (613)	ELISID FREEDOM FOUNDATION 1460 UNIVERSITY AVE , RIVERSIDE, CA, 92607	16132901
	9859-859 (525)	ELISID CORPORATION 1460 UNIVERSITY AVENUE, , RIVERSIDE, CA, 92607	10016791
	£720-188 (e0e)	10950 CHURCH STREET, SUITE 423, RANCHO CUCAMONGA, CA, 91730 11950 CHURCH STREET, SUITE 423, RANCHO CUCAMONGA, CA, 91730	14106901
	(714) 404-2023	ELEVETING SALES CORP. 331 BREA HILLS AVE, , BREA, CA, 92823	12042201
	\$829-652 (858)	ELABOR INC. 5153 CAMINO RUIZ, , CAMARILLO, CA, 93012-8663	11516801
	621) 429-3862	EFFICIENT MEDICAL SOLUTIONS, LLC 11801 PIERCE STREET, 2ND FLOOR, RIVERSIDE, CA, 92505	10082891
	7481-203 (609)	EDWARD PROFESSIONAL ADVISORS LLC 8333 FOOTHILL BLVD STE 105, , RANCHO CUCAMONGA, CA, 91730	16333801
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		CONSULTING SERVICES-PERSONNEL/EMPLOYMENT	918-81

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	8929-268 (6+6)	VIE HERNANDEZ 196 SUNLIGHT CERK, , LAKE FOREST, CA, 92630-5643			
	EXI:7003 (614) 718-9222	AVALYSTS INC METRO PLACE NORTH, SUITE 510, DUBLIN, OH, 43017			
	99*5-695 (888)	EYN FINN 4 BIXBY VILLAGE DR., APT. 77, , LONG BEACH, CA, 90803-6315			
	(202) 286-3883	(202) 286-3883	(202) 286-3883	EMPLAR HUMAN SERVICES, LLC 08 COUNTRY TRAILS LANE, LUSTIN, TX, 78732	
	\$780-407 (A17)	PERIO SOLUTIONS, INC. 00 VON KARMAN AVE., , IRVINE, CA, 92612-1057			
	7021-072 (015)	0 MESIMOOD BLAD' SUILE 306' FOS ANGELES' CA' 80034 SESS EMBLOAMENI BKOS			
	7476-748 (818)	YEES PERSONNEL SERVICES PET VATURES, INC., 1111 N. BRAND BOULEVARD, SUITE J, GLENDALE, CA, 202			
<u>Weiv</u>	(661) 257-3207	PRESS SERVICES GROUP INC JARE ONE STAFFING, 28415 INDUSTRY DRIVE STE 501, VALENCIA, CA, 91355			
	9696-962 (778)	EVENT STRFFING 20 W. OLYMPIC BLYD #400, , LOS ANGELES, CA, 90064-4539			
	(310) 645-6762	L CRATON BOX 90193, , LOS ANGELES, CA, 90309			
	8548-168 (507)	SOURCES, INC. D WESTPARK DRIVE, 4TH FLOOR, MCLEAN, VA, 22102			

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TOP TEMPO, 4801 WILSHSIRE BLVD., STE 230, LOS ANGELES, CA, 90010

FUTURE PERSONNEL AGENCY INC. TOP TEMPO, 3731 WILSHIRE BLVD., SUITE 512, LOS ANGELES, CA, 90010

COA, 95630 DBA FIRE & POLICE SELECTION INC. 193 BLUE RAVINE ROAD SUITE 270, FOLSOM, COA, 95630

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Description

FUSION TECHNOLOGY GROUP, INC. 4659 WEST SLAUSON AVENUE, #182, LOS ANGELES, CA, 90056

FIDELIS PROFESSIONAL SERVICES 2828 COCHRAN STREET, SUITE 486, , SIMI VALLEY, CA, 93055

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

FREEDOM HEALTHCARE STAFFING 3025 S. PARKER RD. SUITE 800, , AURORA, CO, 80014

7777 WEST 190TH STREET, , LOS ANGELES, CA, 90248

11246701 FRANKLIN HILL GROUP 1032 FRANKLIN STREET, , SANTA MONICA, CA, 90403-2322

23019 ELM GLEN CIR, , VALENCIA, CA, 91354

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11252301 GANS, GANS & ASSOCIATES (4128 E. FOWLER AVE., TAMPA, FL. 33617-2011

FUTURE PERSONNEL AGENCY INC.

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		CONSULTING SERVICES-PERSONNEL/EMPLOYMENT	98-816
LSBE	Phone	өтей үледтоО	ID Neudor
<u>waiV</u>	(626) 351-2300	ARMER CONSULTING ARMER INSULANCE SERVICES, 630 N ROSEMEAD BLVD SUITE 300, PASADENA, A 8107 A 8107	0533501 CN
	(860) 671-3720	287 12033, I TALLAHASEE, FL, 32317-2033 2001 12033, I TALLAHASEE, FL, 32317-2033	19 109780
	0861-286 (909)	SEODRICOLS D BOX 22430, SANTA FE, NM, 87502-2430	
	(213) 261-9168	ЛПЕКА ЗТRATEGIES, INC. VO CALIFORMIA PLAZA, 360 SOUTH GRAND AVENUE, SUITE 3070, LOS ANGELES, 1 50007.	AL 109192
	1444-777 (817)	C SERVICES LTD PARTNERSHIP 11 RIDGE ROUTE DR., STE. 120, , LAGUNA HILLS, CA, 92653-1631	
	7699~9 22 (E12)	S SERVICES LTO PARTNERSHIP 30 GULFTON ST., HOUSTON, TX, 77891-1108 30 GULFTON ST., HOUSTON, TX, 77801-1108	
	0000-000 (000)	2 SERVICES LTD PARTNERSHIP 2 SOX 4299, , HOUSTON, TX, 77210-4299	
	0016-973 (617)	O BOX 60789, I COLORADO SPRING, CO, 80960-0789	
	(626) 564-0502	RPA GOVINE 0 N. MAR VISTA AVENUE, SUITE 2, , PASADENA, CA, 91106-1413	
	0196-448 (807)	D BOX 6323'' NORCO, CA, 92860-6011	

GLOBAL ENVIRONMENTAL NETWORK, INC. (GENI) 106 W. 4TH ST., , SANTA ANA, CA, 92701-4646

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GETA, 3500 WEST OLIVE AVE STE 300, BURBANK, CA, 91505-9122

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51174401 H.L. YOH COMPRY, LLC 51174401 (14140 VERUURA BLVD., STE. 250, , SHERMAN OAKS, CA, 91423-2752 818) 501-5700 13104 E. CAMELBACK, SUITE 844, PHOENIX, AZ, 85016 3104 E. CAMELBACK, SUITE 844, PHOENIX, AZ, 85016 9219-217 (209) (847) 307-7606 Ext:284 220 W CAMPUS DR, SUITE # 104, ARLINGTON HEIGHTS, IL, 60004-1498 13660501 ONI VOINEWV SSD GROUNDWORKS CAMPAIGNS 9563 SOLANO AVENUE #529, , BERKELEY, CA, 94707 (213) 280-0462 16633601 17328 VENTURA BLVD., SUITE 373, , ENCINO, CA, 91316 14452301 4829-685 (818) REG PITTLER GRADUATE SCHOOL, USDA 600 MARYLAND AVENUE SW, SUITE 270, WASHINGTON, DC, 20024-2520 7968-667 (016) 10922921 GOVT STRFFING SERVS INC 1707 VIA EL PRADO SUITE 202, , REDONDO BEACH, CA, 90277 (424) 206-1828 1002401 6435 SETTING SUN DR., , HUNTINGTON BEACH, CA, 92648-6715 1604-748 (417) 10687801 COVERNET GOOD PEOPLE INC 9050 LASELL LANE, , DURHAM, CA, 95938 16002101 8451-734 (858) (818) 244-4484 Ext:104 02671802 CLOBAL SERVICE RESOURCES INC 5456 401:1X3 GLOBAL SERVICE RESOURCES INC GLOBAL SERVICE RESOURCES INC 05671801 COMPUTERWORKS TECHNOLOGIES, 711 S. VICTORY BLVD., BURBANK, CA, 91502-4844-445 (818) GLOBAL RESOURCE MANAGEMENT INC 5400 LAUREL SPRINGS PKWY, SUITE 902, SUWANEE, GA, 30024 1001-621 (011) 13314001 Certified Vendor anort Company Name CONSULTING SERVICES-PERSONNEL/EMPLOYMENT **918-81**

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	(480) 212-1230	HPOINT TECHNOLOGY SOLUTIONS INC DBA HIGHPOINT CONSULTING NW 57TH AVE., SUITE 204,, MEMIL, FL, 33126	
	(310) 368-0153	ARCHY CONSULTING SERVICES MELROSE AVENUE, SUITE 210, WEST HOLLYWOOD, CA, 90069	
	(626) 792-4810	Y ASSEMBLY NOR OC GOD IN CHRIST, 55 E VILLA ST, PASADENA, CA, 91103	
	Ext:3022 (818) 540-8688	VROYD WRIGHT, W. BROADWAY, , GLENDALE, CA, 91204-1301	
	(310) 818-1872	VROYD WRIGHT, S. FIGUEROA ST, STE 170, LOS ANGELES, CA, 90602-1032	
	(310) 220-3400	VROYD WRIGHT, LEONE EMPLOYMENT SERVICES, 1999 W 190TH ST, TORRANCE, ¢A, 90604	
	6110-78S (018)	NANGGEMENT ELWOOD AVE STE 9, OAKLAND, CA, 94610	
	(454) 505-3611	MANAGEMENT SENTURY PRRK EAST, SUITE 1400, LOS ANGELES, CA. 90067	
	0910-607 (508)	ALANA CORPORATION N. SEPULVEDA BLVD., STE. 2000, , EL SEGUNDO, CA, 50245-5614	
	2290-09£ (6#6)	204-CALL, INC. 22 ALICIA PARKMAY, #304, , LAGUNA HILLS, CA, 92653	
	9290-207 (01£)	NEDY BUSINESS SOLUTIONS DENTER DRIVE 6TH FLOOR, , LOS ANGELES, CA, 90045	

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HONOR CAPITALS INC., 6236 PASEO COLINA, CARLSBAD, CA. 92009-2103 CONGULTANTS INC., 6236 PASEO COLINA, CARLSBAD, CA. 92009-2103

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14814101 HIGHER-IT, INC. 34428 YUCAIPA BLVD SUITE E-348, , YUCAIPA, CA, 92399

HERITAGE GLOBAL SOLUTIONS, INC. 230 N MARYLAND AVE, SUITE 202, GLENDALE, CA, 91206

16604801 16604801 26090 TOWNE CENTRE DRIVE, LAKE FOREST, CA. 92810

14143501 | HARVARD CONSULTING GROUP, INC 14143501 | 566 CAJON STREET, SUITE A., REDLANDS, CA, 92373

PO BOX 5339, , BEVERLY HILLS, CA, 90209-5339

818-89 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

HAIG BARRETT INC 14311601 1601 CENTURY PARK EAST 24TH FLOOR, LOS ANGELES, CA, 90067

16827001 DO42 WILSHIRE BLVE, LOS ANGELES, CA, 90036

03822501 HELPMATES STAFFING SERVICES (200 SOUTH FLOWER STREET, SUITE 410, LOS ANGELES, CA, 90017

HEALTHSOURCE CONSULTING 14 CANYON CREEK VLG. # 21, , RICHARDSON, TX, 75050-1602

HCL (MASS.), INC 400 CROWN COLONY DRIVE, SUITE 500, , QUINCY, MA, 02169

HEALTH TALENT INC. 5600 S. QUEBEC STREET, SUITE 350C, GREENWOOD VILLAGE, CO, 80111

12539401 ALTERNATIVE HOME CARE, 5605 SEPULYEDA BLVD. 6TE 740, SHERMAN OAKS, CA. 12539401 B1411-2648 B1411-2648

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	(310) 855-1064	OLEN RD, , LOS ANGELES, CA, 90069-1250 GLEN RD, , LOS ANGELES, CA, 90069-1250
T 12	(800) 286-9152	LOBAL STRATEGIC, LLC 35 BLVD SUITE 450, , BEVERLY HILLS, CA, 90210
	E×1:111 (353) 252-3400	;RUITMENT ADVISORS 3E BLVD., STE. 313, , LOS ANGELES, CA, 90048-5193
	(310) 404-1305	SULTING GROUP SULTING GROUP
	7606-088 (216)	SULTING GROUP SULTING GROUP VACKER DRIVE, SUITE 900, CHICAGO, IL, 60606
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			(408) 227-440E	INDEA KIDAMBI 756 DAILEY AVE., , SAN JOSE, CA, 95123-2958	112121211
-			0122-146 (606)	IDEAL STRFFING SOLUTIONS INC 3535 INLAND EMPIRE BLVD, , ONTARIO, CA, 91764	13141201
_			9085-565 (606)	IAMC 6244 BIRDIE DR., LA VERNE, CA, 91750-1403	<u>20100101</u>
			0071-175 (929)	IAMC 28 S. ORKLAND AVE., , PRSADENA, CA, 91101-2022	10109101
			(312) 236-8538	HURON CONSULTING GROUP 550 W. VAN BUREN STREET, CHICAGO, IL, 50607	14014303
			7505-368 (315)	HURON CONSULTING GROUP 123 NORTH WACKER DRIVE, SUITE 900, CHICAGO, IL, 60606	14014305
-			(310) 404-1305	HURON CONSULTING GROUP 1315 VIA CATALUNA, , PALOS VERDES EST, CA, 90274	14014301
ļ			E×4-111 (353) 252-3400	HUNTER RECRUITMENT RDVISORS 6222 WILSHIRE BLVD., STE. 313, , LOS ANGELES, CA, 90048-5193	11163201
			E×1:6 (800) 286-9152	HUMANITY GLOBAL STRATEGIC, LLC 9107 WILSHIRE BLVD SUITE 460, , BEVERLY HILLS, CA, 90210	10023001
Ĩ			(310) 826-1064	HUMAN RESOURCES MARKETING 1717 RISING GLEN RD. , LOS ANGELES, CA, 90069-1250	25135301
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11611201 NUEORMATION ANALYTICS, INC.

INDUSTRIAL / ORGANIZATIONAL 1127 S. MANUHEIM RD., STE. 203, . WESTCHESTER, IL, 60154-2562

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	(310) 456-3045	ORMATION BUILDERS, INY, 10121-0101 ORMATION BUILDERS, INC.		10122240
	r868-487 (008)	ORMATION BUILDERS, INC. DRIMATION BUILDERS, INC. PRIE-HILL DR., STE. 8358; C/O JR SCHUMAN ASSOCIATES, MATICK, MA. 01760- 2		70155270
	(212) <u>736-44</u> 33	ORMATION BUILDERS, INC. BOX 7247-7482, , PHILADELPHIA, PA, 19170-7482		04255103
	9610-819 (016)	ORMATION BUILDERS, INC. BOX 1450, , NEW YORK, NY, 10117-1251		04255104
	9670-819 (016)	ORMATION BUILDERS, INC. CONTINENTAL BLYD., STE. 290, , EL SEGUNDO, CA, 90245-5043		04255105
	(513) 88 9 8353	ORMATION TECH, SOLUTIONS W. 5TH 5T., STE. 3100, I LOS ANGELES, CA, 90013-1010		11042801
	(951) 340-4032	AND EMPIRE VETERANS WEST RIVER ROAD, , CORONA, CA, 92880		13199001
	(609) 682-2480	AND STRATEGIES GROUP, INC. 5 MAIN ST., STE. 208, , RIVERSIDE, CA, 92501-2809		11513001
	2428-475 (417)	OVATIVE LEARNING SYSTEMS 5TH ST., , HUNTINGTON BEACH, CA, 92648-5120		10079801
	#£77-385 (818)	TITUTE FOR LEADERSHIP DEVELOPMENT S. BRAND BLVD SUITE 201., SAN FERNANDO, CA, 91340		14230201
	(353) 668-1624	TITUTE FOR MULTICULTURAL SEARCH AND DEVELOPMENT, 345 PIONEER DRIVE #304, GLENDALE, CA, 91203		10056141

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	9164-962 (646)	NTELLIBRIDGE PARTNERS 201 DOVE STREET, SUITE 680, , NEWPORT BEACH, CA, 92660	
	(510) 490-9240	NTELLISWIFT SOFTWARE INC 190 ARGONAUT WAY, SUITE #210, , FREMONT, CA, 94538	
	(416) 241-8000	VTERACTION ASSOCIATES, INC. 00 TOWNGEND ST., STE, 550, , SAN FRANCISCO, CA, 94103-4945	
	(904) 821-8960 Ext:303	VTERACTIVE RESOURCES 420 SOUTHPOINT PKWY STE 110, , JACKSONVILLE, FL, 32216-0944	
	(323) 655-5857	VTERETHNICK 09 N. FRIRFAX AVE. STE. 230, , LOS ANGELES, CA, 90036	
	(353) 530-9800	VTERETHNICA 09 N FRIRFAX AVENUE STE 230, , LOS ANGELES, CA, 90036	
	(818) 543-4864	VTERNATIONAL FIELDWORKS, INC. 626 PUEBLA DR., , GLENDALE, CA, 91207-1232	
	(818) 220-6220	VTERNATIONAL RESCUE COMMITTEE 25 N MARYLAND AVE, , GLENDALE, CA, 91205	
	2699-998 (012)	ATERVALLO CONSULTING GROUP INC. 68 NORTH CAMDEN DR. SUITE 200, , BEVERLY HILLS, CA, 90210	
	(513) 356-3106	485 WILSHIRE BLVD., STE. 129, , LOS ANGELES, CA, 50036-4218 485 WILSHIRE BLVD., STE. 129, , LOS ANGELES, CA, 50036-4218	

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14035901 JABA INTERNATIONAL, LLC 1192 NORTH LAKE AVENUE, , PASADENA, CA, 91104

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JANETTA KEARNEY JANETTA KEARNEY KCI, 7812 W MANCHESTER, PLAYA DEL REY, CA, 90293

S463 MARJAN AVE., LOS ANGELES, CA, 90056-1014

JACK SAMARJIAN JACK SAMARJIAN 3685 W. MESA AVE., , FRESNO, CA, 93711-8568

J.H.R.I. INC. 257 ST JOSEPH AVE, , LONG BEACH, CA, 90803

J. JIREH & ASSOCIATES, INC J. JIREH & ASSOCIATES, INC

IT CAREER RESOURCE, INC. 1500 QUAIL 5T., STE, 550, , NEWPORT BEACH, CA, 92660-2748

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

ISPACE, INC. 2141 ROSECRANS AVENUE, SUITE 5175, , EL SEGUNDO, CA, 90245

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Description

JACKSON PHARMACY PROFESSIONALS 2855 NORTHWINDS PARKWAY, , ALPHARETTA, CA, 30009

12124 HIGH TECH AVENUE, SUITE 300, ORLANDO, FL, 32817

JANET ANDREWS JANET ANDREWS 11325 WILSHIRE BLVD., STE. 200, LOS ANGELES, CA, 90025-6618

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	9468-768 (588)	N FRANKLIN 1 W. CRENSHAW BLVD, SUITE 211, INGLEWOOD, CA, 90305	
	(818) 463-1222	FERY HENDERSON 2 VAN NUYS BLVD, SUITE E200, VAN NUYS, CA, 91405	
	8881-886 (C13)	N INTERNATIONAL N INTERNATIONAL 2004 AGENCY, 3250 WILSHIRE BLVD., STE. 926, LOS ANGELES, CA, 90010-	
	6697-926 (353)	U DON PORFIRIO PLACE, LOS ANGELES, CA, 90008	NBU FOALDEEL
	(310) 312-6560	NIFER L MAGNABOSCO 18TH STREET, TH #4, , SANTA MONICA, CA, 90403	12383901 B07
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	(916) 802-9500	ORPORATE SERVICES ORPORATE SERVICES PRUNNAY DR., FRIR OAKS, CA. 95628-6153	
	649) 582-7094	N CLARK S2 LA TRAVIATA , LAGUNA HILLS, CA, 92653-7583	
	0010-\$19 (016)	N I ROSENBERG 3 SAWTELLE BLVD, SUITE 250, LOS ANGELES, CA, 90025	
	(213) 384-1004) WILSHIRE BLVD STE 644, , LOS ANGELES, CA, 90010 KOREA USA ·	
	164-015 (818)	HI M CIVHAN, MA GANIZE BUSINESS SERVICES (JBS), 4714 S 11TH AVENUE LOS ANGELES, CA	

EX1:210 13973701 JOHN A BRODERICK INC. 13973701 WORLDBRIDGE PARTNERS, 25000 AVE STANFORD SUITE 250, VALENCIA, CA 31355 13514901 13514901 1060432 13514901 100043 1646-016 (818)

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E×4:303 (800) 880-6511		
(606) 825-3696		
(310) 826-3256		
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<u>Weiv</u>	(310).503-6412	KH CONGULTING GROUP MANAGEMENT (2005ULTING 1301 AVENUE OF THE STARS, STE. 200, LOS MAGELES, CA, 80067-6020 MAGELES, CA, 80067-6020				
	8623-914 (204)	KENEXA 2930 RIDGE LINE ROAD, SUITE 200, LINCOLN, NE, 68516	13424201			
	Ext:22	KENDA SYSTEMS, INC. 1 STILES RD., STE 106, SALEM, NH, 03079-4863	10340301			
	(310) 243-3289	KELLY SERVICES, INC. 21303 VICTORY BLVD, SUITE 1190, , WOODLAND HILLS, CA, 91367	<u>50771002</u>			
	0902-666 (818)	KELLY SERVICES, 115, WOODLAND HILLS, CA, 91367 5950 CANOGA AVE, 415, WOODLAND HILLS, CA, 91367	10221005			
	(626) 844-3562	Ker Services Express personnel Serv., 711 fair oaks ave., Suite F, South Pasadena, 66, 91030	10453141			
	(916) 448-2258	PO BOX 160172, , SACRAMENTO, CA, 95816-0172 PO BOX 160172, , SACRAMENTO, CA, 95816-0172	TOSZOZOL			
	0505-248 (818)	KATHRYN KIDD 801 S. GLENOPKS BLVD, , BURBANK, CA, 91502	10282451			
	£088-2£9 (09L)	KATHRYN H RIPPY WEIL 205 CERRO STREET, , ENCINITES, CA, 92024	14430901			
	7881-418 (417)	KATHERINE C. ELFORD, INC. 419 MAIN STREET, SUITE 457, , HUNTINGTON BEACH, CA, 92648	16413201			
	1489-237 (877)	KARYN WILLIAMS 6841 S. PAXTON AVE., , CHICAGO, IL, 60649-1602	10884501			
	(310) 309-8282	JWT SPECIALIZED COMMUNICATIONS FILE 56434, , LOS ANGELES, CA, 90074-6434	11755802			
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KIMLEY-HORN & ASSOCIATES, INC. 5550 TOPANGA CANYON BLVD., STE. 250, , WOODLAND HILLS, CA, 91367-7446

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(619) 447-4200

0696-987 (112)

0277-484 (818)

(602) 944-5500

2995-699 (916)

8011-906 (209) (818) 227-2790 Ext:28

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10285001 KNOWLEDGE TRANSFER, LLC 1622 PIONEER WAY, , EL CAJON, CA, 92020-1636

10057001 LANE, YORBA LINDA, CA, 92886 17235 ORANGEWOOD LANE, YORBA LINDA, CA, 92886

KIPDAVISMEDIA LLC 634 N. LOUISE STREET, SUITE E, GLENDALE, CA, 91206

KIMLEY-HORN & ASSOCIATES, INC. 7600 N. 15TH ST., STE, 250, , PHOENIX, AZ, 85020-4337

KIMBERLY J LEWIS 2329 W 25TH STREET STE 301, , LOS ANGELES, CA, 90018

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

1441 HUNTINGTON DR., STE 1030, SOUTH PASADENA, CA, 91030-4512 KILLER SEARCH, INC.

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Description

51269201 KIMLEY-HORN & ASSOCIATES, INC.

51569205 PO BOX 79063, CITY OF INDUSTRY, CA, 91716-9063

51569204 KIMLEY-HORN & ASSOCIATES, INC.

16515401 XINCO STRFFING SERVICES, INC.

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ATTACHMENT A ISD Vendor List

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LSBE	Phone	Сотраку Иате	ID Asudor
	7738-284 (916)	KT-PROFESSIONAL MEDICAL 950 FULTON AVE., 9TE, 205, , SACRAMENTO, CA, 95826-4503	1972801
	(310) 208-0244	POERA CAREER PATHS INC LADERA CAREER PATHS INC PO BOX 88669, , LOS ANGELES, CA, 90009	1092599
	(310) 268-0244	LADERA CAREER PATHS INC 6820 LA TIJERA BLVD., STE. 217, LOS ANGELES, CA. 90046-1931	1062940
	0699-902 (998)	LANTECH PC SYSTEMS 4288 LINCOLN BLVD., , MARINA DEL REY, CA, 90292-5655	1026305
	1280-751 (829)	LANTER CONSULTING GROUP 86 BOTTLEBRUSH CT., , OAKLEY, CR, 94561	1038813
	1947-368 (609)	NGKY JACKSON JACKSON, ACKSON & ASSOCIATES, 1249 S DIAMOND BAR BLVD, #347, DIAMOND BAR, (A, 91765	1052501
	1042-897 (887)	LATPRO INC 3060 UNIVERSAL BLVD; SUITE 120, , WE3TON, FL, 33331	
	Ext:25 (770) 454-1440	LEADERSHIP STRATEGIES, INC 56 PERIMETER CENTER EAST, SUITE 103, , ATLANTA, GA, 30346	9330804
	0553-947 (818)	2981 SAINT GREGORY RD., ' GLENDALE, CA, 91206-1917 2981 SAINT GREGORY RD., ' GLENDALE, CA, 91206-1917	132401
	(515) 221-3108	LERRING COMMUNICATIONS, LLC 6550 TRABUCO ROAD, , IRVINE, CA, 92620	1002028
	(353) 262-5632	LEON D HINES 18017 CHATSWORTH ST. #129, , GRANADA HILLS, CA, 91344	1062112
	(353) 305-8434	LIBRARY ASSOCIATES, INC. 6500 WILSHIRE BLVD., STE. 2240, , LOS ANGELES, CA, 90048-4920	

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KPMG LLP

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21006

400 CAPITOL MALL, SUITE 800, SACRAMENTO, CA, 95814

KPMG LLP 355 S. GRAND AVE., STE. 2000, LOS ANGELES, CA, 90071-1568

10102104 KOOSHAREM CORPORATION SELECTSTAFFING, 4332 E, SOUTH STREET, LAKEWOOD, CA, 90712

KOMAL BADAR 1255 W COLTON AVE, #123, REDLANDS, CA, 92374

618-88 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

KOOSHAREM CORPORATION SELECT STAFFING, 801 S. GRAND AVE STE 125, LOS ANGELES, CA, 90017

KOOSHAREM CORPORATION SELECT STAFFING, 3820 STATE STREET, SANTA BARBARA, CA, 93105 SELECT STAFFING, 3820 STATE STREET, SANTA BARBARA, CA, 93105

KOOSHAREM CORPORATION SELECT STAFFING, 801 S GRAND AVE STE 125, LOS ANGELES, CA, 90017

KOOSHRRENDY, 777 SOUTH FIGUEROA STREET SUITE 2500, LOS ANGELES, CA, SELECTREMEDY, 777 SOUTH FIGUEROA STREET SUITE 2500, LOS ANGELES, CA, 00107

Company Name

Description

KPMG LLP DEPT 0564, PO BOX 120001, DALLAS, TX, 75312-0564

DEPT 0939, PO BOX 120001, DALLAS, TX, 75312-0939

10525203 DEPT. 0966, P.O. BOX 120001, DALLAS, TX, 75312-0966

Page 35 of 75

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(353) 208-6824

2211-499 (916)

(213) 966-8330

2426-718 (612)

(213) 822-8428

2608-059 (S13)

(213) 408-0262

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	(649) 661-2463	LORI A TESLOW 1210 5W BIRCH STREET, SUITE 272, NEWPORT BEACH, CA, 92660-1900	1092969
	Z616-908 (196)	STS9 BROOKSIDE DRIVE, , CHINO HILLS, CA, 91709 LOREN W LILLESTRAND	4801301
	(353) 588-1284	LOFTON ENTERPRISES 5132 S. GRRTH AVE., , LOS ANGELES, CA, 90056-1110	1145401
	(606) 866-2829	LODESTONE ADVENTURES INC. PO BOX 414, , BIG BEAR LAKE, CA, 92315-0414	1048171
	6766-622 (898)	LKT CONSULTING, INC. 4839 ALMONDWOOD WAY, , SAN DIEGO, CA, 92130	1098929
	(310) 617-1294	רוג 3 MOHLER אפאנא איז 1974 איז , יאראיז מריקאן כבי 20293	3455701
	9666-219 (606)	LITA ABELLA PO BOX 166, , WALNUT, CA, 91788-0166	2055750
	(312) 681-5400	נואדאג גנכ 1666 W. ADAMS ST., STE, 450, , CHICAGO, IL, 60661-5789	1029291
	(310) 443-4131	LINER SOLUTIONS 10940 WILSHIRE BLVD., STE, 600, , LOS ANGELES, CA, 90024-3940	1020090
	(608) 848-5486	LINDA-MARIE SUNDSTROM 6949 DOHENY PL, APT. C, , ALTA LOMA, CA, 91701-5101	1090440
	(301) 231-6999	LIBRARY ASSOCIATES, INC. 11820 PARKLAWN DR, SUITE 400, ROCKVILLE, MD, 20852	£092000
	6669-152 (105)	LIBRARY ASSOCIATES, INC. PO BOX 17611, , BALTIMORE, MD, 21297	2092000
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	0009 689 (000)	CINTRS LLC	102303
	1014-544 (015)	10940 MICSHIKE BLVD., STE, 600, , LOS ANGELES, CA, 90024-3940 10940 WICSHIRE BLVD., STE, 600, , LOS ANGELES, CA, 90024-3940	102209
	96\$2-8\$6 (606)	LINDA-MARIE SUNDSTROM 6949 DOHENY PL., APT. C, , ALTA LOMA, CA, 91701-6101	109044
	6669-152 (105)	LIBRARY ASSOCIATES, INC. 11820 PARKLAWN DR, SUITE 400, ROCKVILLE, MD, 20852	<u></u>
	66689-152 (105)	LIBRARY ASSOCIATES, INC. PO BOX 17611, , BALTIMORE, MD, 21297	209200
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			CONSULTING SERVICES-PERSONNEL/EMPLOYMENT		98-816
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	6298-803-8679	WREY, CA,	; ANGELES COUNTY OFFICE OF EDUCATION 4TROLLER'S OFFICE - GPM - EC CLARK, 9300 IMPERIAL HWY, DOV 42		10997909
	0198-526 (593)	0545-5880	A MORELES COUNTY OFFICE OF EDUCATION A MORELES COUNTY OFFICE OF EDUCATION O IMPERIAL HIGHWAY, CLARK BUILDING ECC116, DOWNEY, CA, 90		20246602
	1628-803-8291		: ANGELES COUNTY OFFICE OF EDUCATION ATRACT DEPT, 9300 IMPERIAL HWY, DOWNEY, CA, 90242	100	20246603
	(562) 803-8579		S MUGELES COUNTY OFFICE OF EDUCATION		20246604
	(562) 922-8610		1 EIMBERIAL HWY GPM ECW 1087, DOWNEY, CA, 90242-2890 A MORERIAL HWY GPM ECW 1087, DOWNEY, CA, 90242-2890		20997503
	6168-104 (588)	INGS, CA,	ANGELES COUNTY OFFICE OF EDUCATION OE HEAD STRAT, 10100 PIONEER BLVD SUITE 325, SANTA FE SPI 00		20246606
	(262) 803-8424	545	AUGELES COUNTY OFFICE OF EDUCATION COUNTS RECEIVABLE, 9300 IMPERIAL HIGHWAY, DOWNEY, CA, 90		20999509
	6115-259 (513)	00E8 'MARD	ANGELES COUNTY OFFICE OF EDUCATION T. OF SPECIAL PROGRAMS- WORKFORCE INVESTMENT ACT PRC FRIAL HWY, ECW 204, DOWNEY, CA, 90242	DEP	80997505
	(202) 355-0390	EDUCATION	ANGELES COUNTY OFFICE OF EDUCATION) IMPERIAL HIGHWAY ECW 233, SCHOOL HEALTH AND PHYSICAL 3PE), DOWNEY, CA, 90242	9300	60997909
	(562) 803-8207		ANGELES COUNTY OFFICE DF EDUCATION MPPERIAL HIGHWAY, , DOWNEY, CA, 90242		019946610
	(295) 922-8664		A DIVISION, 9300 IMPERIAL HIGHWAY, DOWNEY, CA, 90242		11999505
	(310) 412-7220		ICK CAREER JOURNAL LLC 9 PENRIDGE PLACE, , INGLEWOOD, CA, 90305		

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(310) 225-4412		
6099-785 (858)		
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(513) 627-6260		
0662-206 (295)		
(562) 972-1500		
EXEL1 (210) 256-4651		
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(866) 943-5884 Ext473	BETTA CARE, 3201 W. COMMERCIAL BLVD., SUITE 116, FORT LAUDERDALE, FL.	14138301 V
6881-877 (097)		
Phone	Сотралу Изте	Vendor
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	(ese) 582-6603 (ese) 582-6603 (cs) 262-6603 (cs) 262-6633 (cs) 262-663 (cs) 262-66	Сомзыл: Тімо ≲екулсез-рекуоликцисямр. Излав. Рілоле Помови: Тімо зекулсез-рекуоликцисямр. Излав. Сомралу Излав. Рілоле Па ба соклішо песь, леди Ярійної СА, 92254-8440 (760) 776-1669 (760) 776-1669 Па ба соклішо песь, леди Ярійної СА, 92254-8440 (760) 776-1669 (760) 776-1669 Па ба соклішо песь, леди Ярійної СА, 92254-8440 (760) 776-1669 (760) 776-1669 Па ба соклішо песь, леди Ярійної, роклагь Па ба сокліпа Па ба соклі СА, 9320-1168 (760) 776-1660 Акромек Імес, роклаєть СА, 9302-1168 (665) 943-5684 (665) 943-5684 Акромек Імес, роклаєть Па ба сокласта Па ба соклаєть Па ба сокла соклаєть Па ба сокла сокла соклаєть Па ба сокла соклаєть Па ба сокла сокла сокла сокла соклаєть Па ба сокла сокла сокла сокла соклаєть Па ба сокла сок

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	7688-1 64 (566)	RY E SAMPSON FIRST ST, STE. K-212, , SEAL BEACH, CA, 90740	
	(626) 398-7789	RY L MILLER 8 N. ALTADENA DR. , PASADENA, CA, 91107	
	(323) 732-6102	RY M. WALLER SIMMONS 8 VIRGINIA RD., , LOS ANGELES, CA, 90016-1730	
	(714) 647-1520	TERIAL AND CONTRACT SERVICES N. GOLDEN CIRCLE DR., SUITE 205, SANTA ANA, CA, 92705	
	(626) 394-3206	TT PLOS VERDES BLVD SUITE 314, , REDONDO BEACH, CA, 90277	
	\$065-014 (01E)	KENE JOHNSTON 7 BRISTOL PKWY, STE. 140, , CULVER CITY, CA, 90230-6611	
	(818) 865-2320 Ext:105	KINUM TECHNOLOGY SOLUTIONS OF DEVONSHIRE 3T, STE, 204, CHATSWORTH, CA, 91311-8281	
	0088-627 (818)	X N GEENOVKS BEAD' ' BRISBARK' C∀' 81204 KIMR' INC'	
	Ext:636 (703) 251-8500	KIMUS, INC. 1 METRO CENTER DRIVE, , RESTON, VA, 20190-5207	
	1008-274 (015)	KIMUS, INC. 74 SANTA MONICA BLVD., STE. 208, LOS ANGELES, CA, 90025-6930	
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	0155-515 (748)	1033 SKOKIE BONLEVARD, SUITE 360, NORTHBROOK, IL, 60062
	1008-274 (015)	MAXIMUS, INC. 10474 SANTA MONICA BLVD., STE. 208, LOS ANGELES, CA, 90025-6930
	Ext:636 (703) 251-8500	MAXIMUS, INC. 1891 METRO CENTER DRIVE, , RESTON, VA, 20190-5207
	0088-927 (818)	3307 N GLENOAKS BLVD, , BURBANK, CA, 91504 3307 N GLENOAKS BLVD, , BURBANK, CA, 91504
	(818) 865-2320 Ext:105	MAXIMUM TECHNOLOGY SOLUTIONS 20941 DEVONSHIRE 5T., STE, 204, , CHATSWORTH, CA, 91311-8281
Ī	8065-014 (01E)	6167 BRISTOL PKWY, STE, 140, , CULVER CITY, CA, 90230-6611 MAXENE JOHNSTON

4320 AUBURN BLVD., STE. 2000, , SACRAMENTO, CA, 95841-4154

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15448301 MERRAINE BRVD., SUITE #110, SUFFERN, NY, 10901 MERRAINE BRVD., SUITE #110, SUFFERN, NY, 10901

RENT CONDITION, LLC P.O. BOX, , MONTCLAIR, CA, 91763

MCS REHABILITATION, INC.

2 VENTURE, SUITE 100, , IRVINE, CA, 92618 2 VENTURE, SUITE 100, , IRVINE, CA, 92618

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12255 W 190TH ST., STE. 100, , GARDENA, CA, 90248-4336 12255 W 190TH ST., STE. 100, , GARDENA, CA, 90248-4336

MEGECOM 2000, INC. 1001 AVENIDA PICO, #C-282, , SAN CLEMENTE, CA, 92673

MEDSEARCH FINANCIAL INC. 940 SOUTH COAST DR. SUITE #110, , COSTA MESA, CA, 92626

MDJC (NC / LINK STAFFING SERVICES 2013 W. BEVERLY BLVD, SUITE # C, MONTEBELLO, CA, 90640

MDT PERSONNEL, LLC 17767 U.S. HIGHVMY 19 NO, SUITE 660, CLEARWATER, FL, 33764

3333 WILSHIRE BLVD., SUITE 405, LOS ANGELES, CA, 90010-4111

998 OLD EAGLE SCHOOL RD., STE. 1215, , WAYNE, PA, 19087-1805

CONSULTING SERVICES PERSONNEL/EMPLOYMENT

BOB MURRAY & ASSOCIATES, 1677 EUREKA ROAD SUITE 202, ROSEVILLE, CA, BOB MURRAY & ASSOCIATES, 1677 EUREKA ROAD SUITE 202, ROSEVILLE, CA, B6661

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MGS REHABILITATION, INC. MERICAN MEDICAL CAREERS, 3333 WILSHIRE BLVD., UNIT 208, LOS ANGELES, CA, (213) 387-8900

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EX4:105 (849) 322-3322

(310) 851-2060

(353) 513-0258

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	1223-492 (323)	AREL L STINE 5 PRRKELEN AVE. , LOS ANGELES, CA, 90043-1011		1099200
	(818) 324-4160	RO BUSINESS SOLUTIONS INC 2 FRAGRANS WAY, , WOODLAND HILLS, CA, 91367	MIC	1012608
	Ext.181 (941) 684-0133	TARY STARS LLC 7 PARKLAND DRIVE, SUITE G, , SARASOTA, FL, 34243		1085566
	Ext:102 (353) 561-3200	COMPANY, LTD.) CORPORATE CENTER DR., STE. 140, , MONTEREY PARK, CA, 91754-7610		1005593
	(310) 727-1919 Ext:261	JSC INCORPORATED D ROSECRANS AVE., STE. 210, , MANHATTAN BEACH, CA, 90266-2477		106220
	(866) 544-2216	טא, ואכסקףספאדפט ד כון 10682, ן אבעדועב, ונ, 5005-0582	NOC	<u>506220</u>
	(310) 266-2270	JSI, INCORPORATED BOX 1020410, , ATLANTA, GA, 30368-0410	WOL	906220
	(929) <u>1</u> 82-0255	RES & BERCER 5. LAKE AVE., STE. 700, , PASADENA, CA, 91101-3068		107271
	1625-654 (314)	KRISONMCNABB URTIS AVE:, , SAN RAFAEL, CA, 94901-2007		681401
	(626) 222-2007	VATIONAL SYSTEMS INT'L NOUNT ROYAL CT., , RANCHO CUCAMONGA, CA, 91737-7954		106692
	9550-699 (828)	JUTRIN MANAGEMENT GROUP LLC VERA LANE, , CONFLUENCE, PA, 15424		222301
	9887-884 (949)	VAIK SOLUTIONS SOUTH HIGHWAY 101, SUITE 209, SOLANA BEACH, CA, 92075		108821

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NATL INSTITUTE FOR PREVENTIONOF WORKPLACE VIOLENCE INC OF WORKPLACE VIOLENCE INC, 22701 WOODLAKE LANE, LAKE FOREST, CA, 92630

Sompany Name

Description

NCH CORPORATION PO BOX 660196, , DALLAS, TX, 75266-0196 PO BOX 040106, , DALLAS, TX, 75266-0196

PO BOX 8116, , INDUSTRY, CA, 91748-3900 PO BOX 8116, , INDUSTRY, CA, 91748-3900

NATIONAL STRFFING SOLUTIONS, 4031 AVALON PARKWAY BLVD, I ORLANDO, FL, 32828

NATIONAL BUSINESS SOLUTIONS 14151 NEWPORT AVE., STE. 100, , TUSTIN, CA, 92780-5174

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MT5 ADVANCED CORP 22817 VENTURA BLVD., # 448, , WOODLAND HILLS, CA, 91364-1202

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

3565 LINDEN AVENUE 306, LONG BEACH, CA, 90807 MANCY D ERBE

11707 FAIR OAKS BLVD., , FAIR OAKS, CA, 95628-2848

11502801 MULTISTETE ASSOCIATES 33331 LOS OLIVOS LU., LA CRESCENTA, CA, 91214-1629

PO BOX 1224, , PARAMOUNT, CA, 90723-1224 PO BOX 1224, , PARAMOUNT, CA, 90723-1224

WEG GLOBAL, INC.

NATIONAL COUNCIL ON THE AGING 1020 N. FAIR OAKS AVE., , PASADENA, CA, 91103

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VICOLE HOWARDMAZZ GLOBAL RECRUITMT SVS LLC 2604 EAST HWY 190 SVD FLOOR, 2301 EPPINETTE DR, COPPERAS COVE, TX, 76522 9771-564 (485) 16322901 NEWPOINT MANAGEMENT, LLC 144 OREENBRIAR LN., LA PUENTE, CA, 91744-4742 8261-022 (929) 10243201 26555 3RD ST., STE. 215, , SACRAMENTO, CA, 95818-1100 02603001 (916) 442-0469 NEWPOINT GROUP 13838201 || INVESTICATIONS, INC, 1010 WORLD TRADE WAY, STE 369, NEW WINDSOR, NY, 0024-738 (846) 10833401 11112401 10992691 13531101 10216915 10200801 10691901 . . . 10162091 ID beittine สสรา Vendor 8-816 # sselO-duS

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			CONSULTING SERVICES-PERSONNEL/EMPLOYMENT	-82
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	1057-355 (593)	веггегомев'	UKA G OKPARA GRATED RESOURCE MANAGEMENT SERVICES, P.O. BOX 1462, 90707	INI TO
	(103) 232-1010 EXI:228		TECH GROUP ANAL CENTER PLZ., STE. 105, , ALEXANDRIA, VA, 22314-1595	
	(213) 389-4729 Ext:13		RESELL INCORPORATED 30X 76820, , LOS ANGELES, CA, 90076-0820	
	(310) 914-4045 (310) 914-4045	8	/ DIRECTIONS INC 3 WILSHIRE BLVD., VA BLDG 116, , LOS ANGELES, CA, 90073-100	
	6078-648 (525)		V ERA SERVICES INC E CHARLESTON BLVD, SUITE164, LAS VEGAS, NV, 89104	
	9189-267 (295)		/ LEAF STAFFING, INC. INE AVENUE, SUITE \$14, LONG BEACH, CA, 90802	
	818) 742-5099	'SHAO NAMS	VLIFE OPTIONS THE MINDSPAN PROJECT, 14431 VENTURA BLVD STE 312, SHEF 31423-2606	AXA I
	1112-206 (916)		ر LYFE HEALTH, LLC H ST, , SACRAMENTO, CA, 95816	1631 MEN
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16522801 NEHER & RSSOCIATES LLC 3790 MILLERTON PLACE, SUITE 100, WEST SACRAMENTO, CA. 95691-5431 (616) 443-2421 NCH CORPORATION X-ERGON, PO BOX 655326, DALLAS, TX, 75265 (800) 336-0450 10053815 NCH CORPORATION OCERTIFIED LABS DIV, 2727 CHEMSEARCH BLVD, IRVING, TX, 75062-6498 CERTIFIED LABS DIV, 2727 CHEMSEARCH BLVD, IRVING, TX, 75062-6498 £99731X3 11602001 (312) 438-0240 Ext:0541 CHEWSEARCH, PO BOX 152170, IRVING, TX, 75016-2170 01652001 6166-753 (008) NOITARORADO HON Ext:0641 EX1:05419 PO BOX 971269, , DALLAS, TX, 75397-1269 PO BOX 971269, , DALLAS, TX, 75397-1269 0053303 INCH CORPORATION INCH CORPORATION INCH CORPORATION £485-674 (Art) CHEMSEARCH DIV, 2727 CHEMSEARCH BLVD, IRVING, TX, 75062-6498 1190-827 (226) 10023807 NCH CORPORATION E990) 252-6616 NCH CORPORATION CHEMSEARCH, PO BOX 152170, IRVING, TX, 75015-2170 0052300 EX10563 NCH CORPORATION CERTIFIED LABS, PO BOX 2493, FORT WORTH, TX, 76113-2493 10053302 6166-758 (008) PARTSMASTER, PO BOX 655326, DALLAS, TX, 75265-5326 10053304 0940-966 (008) NOITAROGROD HON NCH CORPORATION X-ERGON, PO BOX 656326, DALLAS, TX, 75265-5326 0590-922 (008 10053903 NOH CORPORATION DYNA SYSTEMS DIVISION, PO BOX 655326, DALLAS, TX, 75265-5326 10053905 (800) 338-0460 B82J Defitio ID Vendor omen ynegmoù Phone CONSULTING SERVICES-PERSONNEL/EMPLOYMENT 58-816 Description # seelO-duS

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	Ext:3861 (425) 793-3861	IORTHROP GRUMMAN SYSTEMS CORPORATION 400 TALBOT RD. S., STE. 500, , RENTON, WA, 98055-4290	
	(909) 556-2567	IORTHROP GRUMMAN SYSTEMS CORPORATION 00 S. SAN PEDRO STREET, SUITE 501, LOS ANGELES, CA, 90012	COCA4520
	\$691-955 (202)	IORTHROP GRUMMAN SYSTEMS CORPORATION 575 COLSHIRE DRIVE, MCLEAN, VA, 22102	
	- 0	ORTHROP GRUMMAN SYSTEMS CORPORATION VEORMATION TECHNOLOGY, INC., 7575 COLSHIRE DRIVE, MCLEAN, VA, 22102	
	(310) 473-4600	ITESUS 1766 WILSHIRE BOULEVARD STE 400, , LOS ANGELES, CA, 90026	
	9869-279 (305)	PERCE RESOURCE & STAFFING LLC O BOX 940485, , MIRMI, FL, 33194	
	(353) 220-6320	401 CKENRHAM BLVD,, 231, LOS ANGELES, CA, 90043 A11 CKENSHAW BLVD,, 231, LOS ANGELES, CA, 90043	
	(310) 228-1403	NSITE AVIATION, LLC 167 BRISTOL PKWY,, STE. 200, , CULVER CITY, CA, 90230-6642	
	¢618) 652-2794	NSTAFF 30 W. DUARTE RD., UNIT. B., MONROVIA, CA, 91016-5360	
	EXI:1013 (313) 441-4460	NUR ULGEN INC 5726 MICHIGAN AVE, DEARBORN, MI, 48126	
	(e13) 236-0773	RBIS PRRTNERS INC. 11 COLONNADE RD. N., SUITE 207, OTTEWA, ONTERIO, , K2E7M-3	

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05203901 PDQ PERSONNEL SERVICES, INC. COS ANGELES, CA, 90017-5857

05203904 PERSONNEL 9200, LOS ANGELES, CA, 90036-5013

10802601 7530 SUNNYWOOD LU., LOS ANGELES, CA, 90046-1248

PATRICIA L ROACH P O BOX 90307, LOS ANGELES, CA, 90009-0307

PAT WOODS ASSOCIATES, LTD, LLC PO BOX 660171, , SACRAMENTO, CA, 95666-0171 PO BOX 660171, , SACRAMENTO, CA, 95666-0171

PARTNERSHIP CALIFORNIA, INC. 2026 ATLANTIC AVE..., LONG BEACH, CA, 90806-4916

PANEA SOLUTIONS, INC. 16297601 714 WEST OLYMPIC BLVD UNIT 752, , LOS ANGELES, CA, 90015

PILE. MANAGEMENT, L.L.C. 155 N. RIVERVIEW DRIVE., ANAHEIM HILLS, CA, 92808

PARTNERS IN ENTERPRISE, INC. 101 N. VICTORY BLVD., SUITE L-254, BURBANK, CA, 91502-1847

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

Company Name

Description

PARTNERS IN DIVERSITY INC 690 E. GREEN STREET, SUITE 101, , PASADENA, CA, 91101

PAYSTAFF PACIFIC INC

1000 CORPORATE CENTER DRIVE STE 350, , MONTEREY PARK, CA, 91754

14996901 PPASTAFE PACIEIC 1000 CORPORATE CENTER DRIVE STE 350, MONTEREY PARK, PRA PRO INC.

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	6040-199 (626)	VERNY & ASSOCIATES 15 ETTRICK 5T, , LOS ANGELES, CA, 90027-2503	
	Ext:39 (262) 402-7209	ACTICAL DATA PROCESSING, INC 315 ARTESIA BLVD., FATESIA, CA, 90701-3852	
	(310) 824-1800 801:1x3	ECISE FIT LIMITED-ONE LLC TECH, 5761 RICKENBACKER RD, COMMERCE, CA, 90040	
	(262) 350-2535	ECISION DIAGNOSTIC IMAGING, INC. 81 SOUTH STREET, I LAKEWOOD, CA. 90712-1245	
	(818) 920-1222	EFERRED NURSING , INC 50 DEVONSHIRE STREET SUITE300, , GRANADA HILLS, CA, 91344	
	1618-189 (6#6)	EMIER HERLTHORRE PROFESSIONA TAR THISTLE, , IRVINE, CA, 92604	
	Þ797-448 (417)	EMIER MARKETING SERVICES, PESHION LANE, SUITE 112, TUSTIN, CA, 92780	
	(900) 256-1992	EMIER NURSING SERVICES, INC BAUER NURSING SERVICES, INC	
	(262) 236-1695	EMIER PERSONNEL RESOURCES	
	2090-908 (108)	EMIER STRFFING SOURCE, INC. 10 FORBES BLVD., SUITE 2006, LANHAM, MD, 20705	

	(230) 550-3833	PRESTIGE ANALYTICS 548 HAWKES PEAK WAY, , SAN DIEGO, CA, 92126	16723801
	(310) 725-2610	PRESTEMPS SEMPER INTERNATIONAL LLC, 11968 AVIATION BLVD, INGLEWOOD, CA, 90304	
	2090-908 (108)	PREMIER STAFFING SOURCE, INC. 1640 FORBES BLVD., SUITE 2005, LANHAM, MD, 20705	
	(562) 236-1695	PREMIER PERSOUNEL RESOURCES 2015 SLAUSON AVE, SUITE L, SANTA FE SPRINGS, CA, 90670-8451	14203601
	(900) 256-1992	PREMIER NURSING SERVICES, INC PREMIER NURSING SERVICES, INC	
	\$192-\$\$\$ (\$12)	PREMIER MARKETING SERVICES, 222 FASHION LANE, SUITE 112, TUSTIN, CA, 92780	10625141
	1618-189 (646)	PREMIER HEALTHCARE PROFESSIONA 3 STARTHISTLE, IRVINE, CA, 92604	11411001
	(818) 920-1222	PREFERRED NURSING , INC 0650 DEVONSHIRE STREET SUITE300. , GRANADA HILLS, CA, 91344	14627501
	(262) 350-6292	PRECISION DIAGNOSTIC IMAGING, INC. 1315 SOUTH STREET, LAKEWOOD, CA, 90712-1245	
	(310) 824-1800 Ext:108	SPECISE ELL FIWILED ONE FIC SECISE ELL FIWILED ONE FIC	14864001
	(262) 402-7209	PRACTICAL DATA PROCESSING, INC 11515 ARTESIA BLVD, , ARTESIA, CA, 90701-3652	11403301
	6040-199 (626)	POVERNY & ASSOCIATES 2015 ETTRICK 5T., LOS ANGELES, CA, 90027-2503	21518401
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13401201 14161 NEWPORT AVE SUITE 204, , TUSTIN, CA, 92780

POLICY STUDIES INC

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1515 WYNKOOP ST., SUITE 400, DENVER, CO, 80202-1092

PINAMAR CORP 11124 WASHINGTON BLVD., CULVER CITY, CA, 90232-3902

PHENOMENAL AMBITIOUS 9081 FM 78, STE. 102-131, , CONVERSE, TX, 78109-1202

45 S. 7TH ST., STE. 2000, MINNEAPOLIS, MN, 55402-1625 PERSONNEL DECISIONS

PERCEPTIVE ENTERPRISES, INC. 844 COLORADO BLVD. SUITE 204, , LOS ANGELES, CA, 90041

PDQ PERSONNEL SERVICES, INC. 9841 RIRPORT BLVD., STE: 800, 1 LOS ANGELES, CA. 90045-5420

PDQ PERSONNEL SERVICES, INC. 9841 AIRPORT BLVD., STE. 800, LOS ANGELES, CA, 90045-5420

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

PEOPLES' CENTER 362 N. LEMON AVENUE, NO. 220, WALNUT, CA, 91769-2344

PHP PACIFIC INC PREMIER HEALTHCARE PROFESSIONALS INC, 8 STAR THISTLE, IRVINE, CA, 92604

2102 S355 TOPANGA CANYON BOULEVARD, SUITE 410, WOODLAND HILLS, CA, 91367-2102 2103

Company Name

Description

PHARMPRO NETWORK INC. 14500 ROSCOE BLVD 4TH FLOOR, , PANORAMA CITY, CA, 91402-4164

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	LIC SECTOR PARTNERS LIC SECTOR PARTNERS BRADSHAW ROAD, SUITE B-386, SACRAMENTO, CA, 95827				7788-284 (819)	PROFESSIONAL STRFING 12284301 950 FULTON AVE., STE, 230, , SACRAMENTO, CA, 95825-4518
	LIC POLICY ASSOCIATES LIC POLICY ASSOCIATES	13792601			962-296 (757)	12792901 PROFESSIONAL SELECT
0860-75006	LIC HEALTH FOUNDATION ENTERPRISES INC E MANAGEMENT SOLUTIONS, PO BOX 27930, LOS ANGELES, CA,				0088-293 (606)	15999401 PROFESSIONAL CONSULTING SERVICES
0, CITY OF	ERPRISES INC. 12801 CROSSROADS PRRKWAY SOUTH SUITE 20 BERRISES INC. 12801 CROSSROADS PRRKWAY SOUTH SUITE 20 JSTRY, CA, 91745-3505	12719703 ENT			685 -4 289 (926)	PROCUREMENT SERVICES ASSOC PROCUREMENT SERVICES ASSOC
	IN A STE 135, CITY OF INDUSTRY, CA, 91746-3420 LIC HEALTH FOUNDATION ENTERPRISES INC				(926) 460-0397	PROCUREMENT SERVICES ASSOC
SGAOAS	LIC HEALTH FOUNDATION ENTERPRISES INC THEAL CALFORMIA PUBLIC HEALTH ASSOCIATION, 13200 CROS W 1577 A CULT AND PUBLIC HEALTH ASSOCIATION, 13200 CROS	12719702 SOU			0291-249 (412)	25236801 S2536801 PROCUREMENT SERVICES ASSOC
94716	LIC HEALTH FOUNDATION ENTERPRISES INC IN CROSSRADDS PRWY SO SUITE 200, I CITY OF INDUSTRY, CA.				(295) 216-6400	DEBOTRADS STAR EL OCEVN BLADL, STE. 500, , LONG BEACH, CA, 90802-8806
	CHOLOGICAL SERVICES INC W. BROADWAY, STE. 1100, , GLENDALE, CA, 91210-1216				(262) 216-6400	D2918901 SH0 E: OCEVN BLVD, STE, 500, , LONG BEACH, CA, 90802-8806
	SOFT TECHNOLOGY GROUP BUTTERFIELD RD., SUITE 306,, DOWNERS GROVE, IL, 60515	DA9 10626861			0000-000 (000)	00035509 8500 ROCK SPRING DR., STE, 500, INVESTMENT SURVEY, BETHESDA, MD, 20817- 1148
	AMC SOLUTION INC BUNDORAN DRIVE, ' AUSTIN, TX, 78717		-			
	OCWEEVON EVAL (CALAR OC) 91724-3524 OCMEEVON EVAL (CALAR OC) 91724-3524	11107001 5246			(703) 818-1248	PRICE WATERHOUSE COOPERS, LLP 00036908 MARK ERATH OR MIKE GALPER, 350 SOUTH GRAND AVENUE, LOS ANGELES, CA, 19025
	OGRAMMERS, INC. N. CENTRAL AVE., STE. 470, . GLENDALE, CA. 91203-3225	11186001 PRC			(213) 223-6030	DO036903 PRICE WATERHOUSE COOPERS, LLP
) FIT BY SOLUTIONS, INC. 1 NOGALES ST., STE. 8737, , ROWLAND HEIGHTS, CA, 91748-9000				(818) 267-2036	PRICE WATERHOUSE COOPERS, LLP 20036901 21660 OXNARD ST., STE, 1900, , WOODLAND HILLS, CA, 91367-7801
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	CONSULTING SERVICES-PERSONNEL/EMPLOYMENT	58-816				
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2046		(805) 512-1244	VE SECURITY SOLUTIONS 31 W CHANNEL ISLANDS BLVD, , OXNARD, CA, 93033
2046		1204-185 (314)	NDEE FOWLER CHNOLOGIES, 215 THROCKMORTON AVENUE # 3, MILL VALLEY, CA, 94941
1997		(916) 630-4900 Ext:318	ILPH ANDERSON & ASSOCIATES 00 STANFORD RANCH ROAD, SUITE 410, ROCKLIN, CA, 95765
162		6297-165 (818)	NLA KAHN 220 CALABASH STREET, , WOODLAND HILLS, CA, 9138≮
1456		(828) 345-6251 Ext:421	DOLOGIC ENTERPRISES INC. SOURCES ON CALL, 2810 16TH STREET NE, HICKORY, NC, 26601
1487		(954) 938-2800	ADOV, INC. 60 N. ANDREWS AVE., SUITE 200, FORT LAUDERDALE, FL, 33309
1432		LL99-L24 (299)	29 ATLANTIC AVE., STE. 100, , LONG BEACH, CA, 90807-3529 39 ATLANTIC AVE., STE. 100, , LONG BEACH, CA, 90807-3529
1539		¢818-858 (816)	SYSTEMS, INC. SYSTEMS, INC. 50 WINDPLAY DR., STE. 5, , EL DORADO HILLS, CA, 95762-9319
1120		9784-4876 (555)	JADRANT MANAGEMENT SERVICES 0 S. FLOWER ST., STE. 1100, , LOS ANGELES, CA, 90017-4113
190		(310) 545-5640	TALENT ACOUISITION LLC 80 CENTER DRIVE, 6TH FLOOR, LOS ANGELES, CA, 90045
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-		(310) 545-2240	Q TALENT ACQUISITION LLC 6080 CENTER DRIVE, 6TH FLOOR, LOS ANGELES, CA, 90045	10072741
		878 4-4 85 (525)	QUADRANT MANAGEMENT SERVICES 700 S. FLOWER ST., STE. 1100, , LOS ANGELES, CA, 90017-4113	12449201
		£913-959 (916)	R SYSTEMS, INC. 5000 WINDPLAY DR., STE, 5, , EL DORADO HILLS, CA, 95762-9319	10148101
		1788-724 (582)	R.L. KLEIN & ASSOCIATES 3939 ATLANTIC AVE., STE. 100, , LONG BEACH, CA, 90807-3529	11186401
		(924) 938-5800	RADGOV, INC. 6750 N. ANDREWS AVE., SUITE 200, FORT LAUDERDALE, FL, 33309	16452201
		(828) 345-6251 (828) 345-6251	RADIOLOGIC ENTERPRISES INC. RESOURCES ON CALL, 2810 16TH STREET NE, HICKORY, NC, 26601	
		6297-163 (818)	RAHLA KAHN 23220 CALABASH STREET, , WOODLAND HILLS, CA, 91364	10786591
		(916) 630-4900 Ext:318	RALPH ANDERSON & ASSOCIATES 5800 STANFORD RANCH RORD, SUITE 410, ROCKLIN, CA, 95765	10998190
		1204-185 (214)	RANDEE FOWLER TECHNOLOGIES, 215 THROCKMORTON AVENUE # 3, MILL VALLEY, CA, 94941	10852141
		(805) 512-1244	RAVE SECURITY SOLUTIONS 1201 W CHANNEL ISLANDS BLVD, , OXNARD, CA, 93033	10020951
		(213) 613-6000	RAY SWEET 365 S. GRAND AVE., STE. 4295, , LOS ANGELES, CA, 90071-1560	10904690
		+S15-S92(SS5)	RC ASSOCIATES STAFFING SERVICE 3701 STOCKER ST., STE, 200, , LOS ANGELES, CA, 90008-5144	10645811

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	(310) 648-3304	DYTOMANAGE INC 5 EARLDOM AVE, , PLAYA DEL REY, CA, 90293	
	0651-106 (015)	LTY RESCUE REVIEW 26 CRENSHAW BLVD., # 402, , TORRANCE, CA, 90505-5349	
	GEEE-E++ (+17)	IECCA FLORES W. 17TH ST., STEL A., SANTA ANA, CA, 92706-3576	
	Ext:1213 (201) 080-0800	SOURSE COMMUNCIPTIONS, INC. RCI RECRUITMENT SOLUTIONS RECRUITMENT SOLUTIONS, 550 HERITEGE DRIVE, JUPITER, FL, \$3458	
	8290-084 (818)) ENGINE GONSULTING LLC 71 VENTURA BLAD STE 314, , STUDIO CITY, CA, 91604	038 100048
	(353) 308-3358	D-SHAW ASSOCIATES, INC. 1 HILLHURST AVE STE 172, , LOS ANGELES, CA, 90027-2722	
	2870-287 (015)	AL EXECUTIVE SEARCH AL EXECUTIVE SEARCH HUNTINGTON LANE, REDONDO BEACH, CA, 90276	DER REG
	8161-527 (656)	1 POMOVA BL, \$711 E.BEVERLY BL, LOS ANGELES, CA, 90022	
	(213) 488-0623	IX TECHNOLOGY OROUP S. FLOWER ST., STE. 1201., LOS ANGELES, CA, 900174114	
	\$700-\$29 (009)	IX TECHNOLOGY GROUP SEPULYEDA BLVD., STE, 101, , TORRANCE, CA, 90505-2538	MBPI COFFAD
	(310) 827-4266	#92460' ' FOS ANGELES' CA' 90074-2460 IX TECHNOLOGY GROUP	
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03344506 ROBERT HALF INTERNATIONAL INC. PCCOUNTEMPS, PO BOX 743295, LOS ANGELES, CA, 90074-3295 6101-318 (929) EXI:25224 13181 CROSSROADS PARKWAY NORTH, SUITE 110, CITY OF INDUSTRY, CA, 13181 03344202 (295) 418-1243 ROBERT HALF INTERNATIONAL INC. ROBERT HALF INTERNATIONAL INC. OFFICE TEAM, FILE 73484 / P.O. BOX 60000, SAN FRANCISCO, CA. 94160-3484 7661-992 (008) 03344204 21700 OXNARD STREET, SUITE 1400, WOODLAND HILLS, CA, 91367 03344203 8188-207 (818) SOBERT HALF INTERNATIONAL INC. 03344502 ROBERT HALF INTERNATIONAL INC. 03344502 B65 SOUTH FIGUEROA STREET, SUITE 2600, LOS ANGELES, CA, 90017 (213) 624-1442 ROBERT HALF INTERNATIONAL INC. 10677 WILSHIRE BLVD., SUITE 400, WESTWOOD, CA, 90024 E4:513 (513) 654-8335 03344201 16833 SOMERSET PL., FONTANA, CA, 92336-1220 1626-724 (909) 10298221 AROMAS R TREBOR ROBERT ENDY 13884501 12200 FORD ROAD, SUITE 360, DALLAS, TX, 75234 8484-142 (279) CV' 30535-2646 RIVIERA, INC. [1018] WeiV 12853301 13311801 RICHARD J EBERLIN 13311801 (115 W 4TH ST, UNIT 412, LONG BEACH, CA, 90802 849-807 (919) 1822 E. CYRENE DR., CARSON, CA, 90746-2928 1822 E. CYRENE DR., CARSON, CA, 90746-2928 (310) 583-5142 11861201 RESULTS COMPANY 2870 PEACHTREE ROAD, SUITE 143, ATLANTA, GA, 30305 4448-78£ (077) 10206691 Certified LSBE ID Asudor Company Name Phone 98-86 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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	(323) 750-3592	ROSIE MILLIGAN 1425 W. MANCHESTER AVENUE, SUITE "C", LOS ANGELES, CA, 90047	13315001
	(636) 612-4000 Ext:6013	ROSE INTERNATIONAL 16401 SWINGLEY RIDGE ROAD, SUITE 300, CHESTERFIELD, MO, 63017-0757	10424701
	EBEE-247 (417)	RONNIE KOVACH'S OUTDOOR ENTERPRISES INC. PO BOX 3118, , HUNTINGTON BEACH, CA, 92605	16060101
	9817-879 (818)	RONIN STRFFING LLC 303 EAST IMAGNOLIA BLVD., SUITE 401, BURBANK, CA, 91502	10447841
	1969-009 (612)	POST OFFICE BOX 862100, LOS ANGELES, CA, 90086-2100	14803901
	(323) 788-5426	ROBIN R COLE 4822 5TH AVE , LOS ANGELES, CA, 90043	12623601
	(562) 424-5448	3332 N. VIRCINIA RD., UNIT. 106, , LONG BEACH, CA, 90807-2660	11484001
	\$02 5 -878 (555)	ROBERT T OLMOS 2130 E. LIVE OAK DRIVE, LOS ANGELES, CA. 90068	10176621
	1280-764 (829)	ROBERT LANTER 5301 PINE STREET, , OAKLEY, CA, 94561	10609991
	(661) 253-1426	ROBERT J SPIERER 23432 THORNEWOOD DR, , SANTA CLARITA, CA, 91321-3953	14218101
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5638 LAKE MURRAY BLVD #334, LA MESA, CA, 91942

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10925501 S. C. MYERS & ASSOCIATES, INC 10925501 SATLEX SOLTIONS INC: IN., WASHINGTON, DC, 20016-3007 110902501 SATLEX SOLTIONS INC: 1011-A CAMARILLO SPRINGS ROAD, CAMARILLO, CA, 93012

> RYDEK COMPUTER PROFESSIONALS P.O. BOX 8243, , PASADENA, CA, 91109-8243

11 FLORENTINE, ALISO VIEJO, CA, 92656-4229

138 CAPISTRANO AVE, , SHELL BEACH, CA, 93449

RULEMEISTER, INC. 10512701 13191 CROSSROADS PRRKWAY, SUITE 295, INDUSTRY, CA, 91746

CONSULTING SERVICES PERSONNEL/EMPLOYMENT

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8015 OCEAN VIEW AVE., , WHITTIER, CA, 90602-2750

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S & J BUSINESS CONSULTING 1146 N. CENTRAL AVE., STE. 334, , GLENDALE, CA, 91202-2506

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STAVIN MANAGEMENT CONSULTANTS [3040 HOLCOMB BRIDGE ROAD, #A-1, , NORCROSS, GA, 30071 9997-877 (022) 0000-02006 15109201 STE RODERICK E BECTON II, 500 S HOBART BLVD STE 203, LOS ANGELES, CA. (212) 455-0685 SIR RODERICK E BECTON II SIMPSON & SIMPSON 51124001 633 WEST 5TH STREET SUITE 3320., LOS ANGELES, CA, 90071 9199-962 (612) 14332501 SILVER & ASSOC. CONSULTING INC 2047-777 (817) SO42 WILSHIRE BLVD., # 406., LOS ANGELES, CA, 90036-4305 12018101 (213) 840-4440 SHIELD OF FAITH SHIELD OF FAITH ECONOMIC DEVELOPMENT, 1750 WEST HOLT AVENUE, POMONA, CA, 91768 0292-169 (816) 10969171 S0458 ROCA CORPORATION 20458 ROCA CHICA DRIVE , MALIBU, CA, 90265 9L:IX3 10852801 9991-962 (012) SHAVONDA WEBBER-CHRISTMAS 5131 W. 139TH ST., , HAWTHORNE, CA, 90250 10966551 1866-962 (929) STARON WYSINGER SHARON WYSINGER STARON WYSINGER 2323) 263-1363 00530401 P.O. BOX 6325, BAKERSFIELD, CA, 93366-6325 10620621 9919-178 (199) SHARON KINNEY STRINGHAI NOODLE COMPANY LLC 559 S. FAIR OAKS AVE, STE, 339, PASADENA, CA, 91105-2605 (626) 221-5200 10750701 SHAFFER PSYCHOLOGICAL INSTITUTE 753 BASIN STREET, , SAN PEDRO, CA, 90731 14773001 8989-849 (010) Vendor UB Certified Phone Company Name 3991 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT 918-85

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	1989-122 (828)	THERN CALIFORNIA IBEW-NECA PENGION TRUGT T LA 22460, , PASADENA, CA, 91/86-2460	009 7099
	(353) 551-5861	THERN CALIFORNIA IBEW-NECA PENSION TRUST BOX 39561., LOS ANGELES, CA, 90039-0261	
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	9996-996 (323)	ERION STRFFING SERVICES WILSHIRE BLVD. 414, , LOS ANGELES, CA, 90010	
	0962-917 (008)	TSWOOD CONSULTING ORPORATE PARK, 812, IRVINE, CA, 92606	
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1012699	ASS & FA2 CONSULTING LLC 7850 LA VERDURA DR. , DALLAS, TX, 75248	(214) 505-0274		
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	SPOTSWOOD CONSULTING 92 CORPORATE PARK, 812, IRVINE, CA, 92606	0962-317 (008)		
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1062401	SPECIAL COUNSEL INC SPECIAL COUNSEL INC TRAK RECORDS AND LIBRARY, 226 BROADWAY SUITE 1150, SAN DIEGO, CA, 92101	£897-052 (619)		
	SOUTHWESTERN COLLEGE/SES 900 OTAY LAKES ROAD, , CHULA VISTR, CA, 91910	619) 421-6700		
	SOUTHERN CALIFORNIA IBEW-NECA PENSION TRUST 9 O BOX 39261, , LOS ANGELES, CA, 90039-0261	(353) 251-5861		
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999 BAKER WAY, SUITE 500, SAN MATEO, CA, 94404

SUBSTRACE ABUSE FOUNDATION 1046 REDONDO AVE, , LONG BEACH, CA, 90804

10033701 STEVEN E PRESBERG

1041 REDONDO AVE., LONG BEACH, CA, 90804-3928

SUBSTRUCE ABUSE FOUNDATION 1041 REDONDO AVE., , LONG BEACH, CA, 90804-3928

STREAMLINE TECHNOLOGY OROUP 9483 HAVEN AVE., STE. 104, , RANCHO CUCAMONGA, CA, 91730-5802

4343 VON KARMAN AVE., # 200, , NEWPORT BEACH, CA, 92660-2005

400 PERIMETER CENTER TERRACE, SUITE 249, ATLANTA, GA, 30346

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STONERIDGE DEVELOPMENT SERVICES LLC 155 NORTH LAKE AVENUE, 8TH FLOOR, PASADENA, CA, 91101

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STEVE ALBRECHT 9526 MIRAMAR ROAD, #270, SAN DIEGO, CA, 92126

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	7228-558 (01E)	PROF STAFFING SERV VIC PLAZA DR., STE. 335, , CARSON, CA, 90745-7960		20929113
	(310) 962-9527	PROF STRFFING SERV BOX 70107, , SANTA PAA, CA, 92725-0107		2110229119
	0205-362 (008)	PROF STAFFING SERV BOX 4/85, , BOSTON, MA, 02212		70929119
	(353) 314-7361	S. HOOVER ST., LOS ANGELES, CA, 90037-3731 BI HEWBOME		10292601
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<u>WeiV</u>	(353) 138-4469	K AT HAND CONSULING, LLC 1 W. 62ND STREET, , LOS ANGELES, CA, 90043		10602991
	0081-787 (818)	HEXEC PARTNERS, LLC VAN NUYS BLVD., , SHERMAN OAKS, CA, 91403-2813		11886201
	0196-077 (016)	NILSHIRE BOULEVERD, SUITE 745, , BEVERLY HILLS, CA. 90211 HLINK SYSTEMS INC.		1018211
	1#01-806 (295)	HUICAL WORKS, INC. 10 CROSSROADS PRWY N, SUITE 260, INDUSTRY, CA, 91745		10999211
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SYZYGY GLOBAL CONSULTANTS, INC. 207 WEST ALAMEDA AVENUE, SUITE 204, BURBANK, CA, 91502

4320 STEVENS CREEK BLVD STE 229, SAN JOSE, CA, 95129 SYSNET TECHNOLOGY SOLUTIONS INC

SWENSON CONSULTING SERVICES SWENSON CONSULTING SERVICES 1545 S. FIGUEROA STREET, #1214, LOS ANGELES, CA, 90071

SUSAN PARTNÓW 4425 BAKER AVE. NW., SEATTLE, WA, 98107-4352

4557 DON MILAGRO DRIVE, , LOS ANGELES, CA, 90008

SUPERIOR STAFF RESOURCES, INC. S50 INTERNATIONAL DRIVE, WILLIAMSVILLE, NY, 14221

SUPERIOR DESIGN INTERNATIONAL, INC. S50 INTERNATIONAL DRIVE, , WILLIAMSVILLE, NY, 14221

5800 НАИИЛМ АЛЕ, #150, , CULVER CITY, CA, 90230 5800 НАИИЛМ АЛЕ, #150, , CULVER CITY, CA, 90230

18-82 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

SUPERBTECH INC SUPERBTECH INC 5601 W. SLAUSON AVE., STE. 168, , CULVER CITY, CA, 90230-6534

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ID Company value Contrainty Contrainty </td <td></td> <td>05 BULL FROG CIRCLE, , WALNUT, CA, 91789</td> <td></td>		05 BULL FROG CIRCLE, , WALNUT, CA, 91789	
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		L	REGENTS OF THE UNIVERSITY OF CALIFORNIA	THE	
	(114) 426-6324	86Z	REGENTS OF THE UNIVERSITY OF CALIFORNIA MEDICAL CENTER, 101 CITY DRIVE SOUTH, ORANGE, CA, 92863-3		22067201
	4447-248 (818)		REA COMPANY 30X 869, 239 E. ALAMEDA STE 201, BURRANK, CA, 91603-0869		10626490
	£865-716 (818)		0 VENTURA BLVD, SUITE 240, WOODLAND HILLS, CA, 91367 0 VENTURA BLVD, SUITE 240, WOODLAND HILLS, CA, 91367		12028101
	(353) 561-6769		S CLOVERDALE AVE, , LOS ANGELES, CA, 90008-1033 MAULL GROUP		10289671
	2198-127 (525)		MANAGEMENT SOLUTIONS GROUP S. GOODRICH BLVD., , COMMERCE, CA, 90022		12025401
	(949) 260-0300		LEETS CONSORTIUM IRVINE CENTER DRIVE, SUITE 860, IRVINE, CA, 92618		10928651
	1515-146 (888)		KEMTAH GRTOUP, INC. FILTE CIRCLE, SUITE 6, SACRAMENTO, CA, 95827		10524901
	999 4- 699 (016)	·····	INSIGHT GENERATION OCEAN PARK BLVD SUITE 107-372, , SANTA MONICA, CA, 90405		15004201
	P261-478 (909)		HR STATISTICAL GROUP KASISR AVE . , FONTANA, CA, 92336-1559		10176201
	£7£7-888 (828)		GUZMAN GROUP INC BULL FROG CIRCLE, , WALNUT, CA, 91769		10020191
	1972-474 (849)		GALLUP ORGANIZATION 00 YON KARMAN AVE., SUITE 1000, IRVINE, CA, 92612		14868301
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			CONSULTING SERVICES-PERSONNEL/EMPLOYMENT		98-816
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92007202 | UCI DEPT OF PATHOLOGY REFERRAL SERVICE, 101 CITY DR SOUTH ORANGE, CA, | (714) 466-8835

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15903801 400 CORPORATE POINTE, STE 300, CULVER CITY, CA. 90230-7620

15440601 THE BURCHFIELD GROUP 15440601 (1295 NORTHLAND DRIVE, SUITE 350, ST. PAUL, MN, 55120

12014901 3350 E. 7TH STREET #146, , LONG BEACH, CA, 90804

TEMPS, INC. 11825 DEL AMO BLVD., CERRITOS, CA. 90703

918-86 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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TEMPTREE 3987 CROSSRIDGE CT., , THOUSAND OAKS, CA, 91360-2676

TEKSYSTEMS 200 N. SEPULVEDA BLVD. STE. 1500, . EL SEGUNDO, CA, 90245

company Name

Description

10648201 THE CIS SOLUTIONS GROUP INC THE HCI GROUP, 6440 SOUTHPOINT PARKWAY- STE 300, JACKSONVILLE, FL, 32216

THE REON GROUP LLC 5777 W CENTURY BLVD., SUITE 1750, LOS ANGELES, CA, 90045-5695

TERRY & LEWS STRATECIC PLANNING, 1909 NORTH NIAGARA, BURBANK, CA, 91505

TERESA SHUFF 1601 E. ORANGETHORPE AVE., STE. 130, , FULLERTON, CA, 92831-5208

TERUKO WEINBERG, INC. 21241 S. WESTERN AVENUE, SUITE 150, TORRANCE, CA, 90501

2802-057 (424)

0669-766 (408)

9999-692 (199) EXT:103 (310) 516-4002

5747-787 (010)

1208-824 (818)

2880-929 (++2)

8001-072 (583)

£758-£02 (818)

ETS2-E0S (818)

9877-908 (562)

2006-992 (010)

Phone

THE REGENTS OF THE UNIVERSITY OF CALIFORMIA SAN FRANCISCO ACCOUNTING OFFICE EMF BOX 0697, UNIVERSITY OF CALIFORNIA, SAN FRANCISCO, CA, 94143-0697 22067212 ST14-202 (814) 20057211 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ' 0000-000 (000 114) 426-6324 22067209 OF CALIFORNIA, PO BOX 6060, IRVINE, CA 92616 - () UC IRVINE MEDICAL CENTER, P.O. BOX 31001-1363, PASADENA, CA, 91110-1363 \$ZE9-99\$ 22067208 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA 0299-997 (417) 234 E PELTASON DRIVE, ROOM #114, IRVINE, CA, 92697-5700 22067206 7142-428 (949) THE REGENTS OF THE UNIVERSITY OF CALIFORNIA THE REGENTS OF THE UNIVERSITY OF CALIFORMA UC KERRNEY AGRICULTURAL CENTER, 9243 SOUTH RIVERBEND AVENUE, PARLIER, CA, 93648 22067205 6159-9+9 (655) THE REGENTS OF THE UNIVERSITY OF CALIFORMIA 52057204 UCI DEPT OF PATHOLOGY REFERRAL SERVICE, PO BOX 513377, LOS ANGELES, CA, 90051-3377 CA, 90051-3377 9288-954 (417) 52067203 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA 100 STUDENT SERVICES I, IRVINE, CA, 92697-2075 8498-428 (846) Certified ID Vendor Company Name Phone 648-82 CONSULTING SERVICES-PERSONNEL/EMPLOYMENT Description # sselO-du2

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52057215 REMITANCE CENTER, 10920 WILSHIRE BLVD 3TE 107, LOS ANGELES, CA, 90024-REMITANCE CENTER, 10920 WILSHIRE BLVD 3TE 107, LOS ANGELES, CA, 90024-

52057214 THE REGENTS OF THE UNIVERSITY OF CALIFORMIA ACCOUNTING OFFICE BIOLOGICAL SCIENCE III STE 1400, IRVINE, CA, 92697-1050

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(310) 852-6818

6979-928 (696)

	479 W. 6TH ST., SAN PEDRO, CA, 90731-2657 THE WORLD ACADEMY OF PERSONAL DEVELOPMENT INC	
	THE WENTWORTH COMPANY, INC.	10220909
	THE TEAMS GROUP LLC 9697 JONES RD STE 638, , HOUSTON, TX, 77065	
	THE SEGAL COMPANY, INC. 330 N. BRAND BLVD, STE. 1100, GLENDALE, CA, 91203	
	THE RIGHTWAY FOUNDATION 1910 MAGNOLIA AVENUE, LOS ANGELES, CA, 90007	10896991
1£-79329,A	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA OFFICE OF EXECUTIVE EDUCATION, UC IRVINE, MPAR210, IRVINE, C	<u>52067219</u>
01-76859 ,AC	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA UNIVERSITY OF CALIFORNIA IRVINE, 8105CI III SUITE 1400, IRVINE, (22067218
76926 ,AO ,E	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ACCOUNTING OFFICE BIOLOGICAL SCIENCES III, SUITE 1400, IRVINE 1050	21229025
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	649) 824-6703	THE REGENTS OF THE UNIVERSITY OF CALIFORMA UNIVERSITY OF IRVINE OFFICE OF ADMINISTRATIONS, 260 ALDRICH HALL, IRVINE, CA, 92697-1075	22067216
	(949) 824-6259	THE REGENTS OF THE UNIVERSITY OF CALIFORMIA ACCOUNTING OFFICE BIOLOGICAL SCIENCES III, SUITE 1400, IRVINE, CA, 92697- 1050	21229025
	(649) 824-0341	THE REGENTS OF THE UNIVERSITY OF CALIFORMIA UNIVERSITY OF CALIFORMIA IRVINE, BIOSCI III SUITE 1400, IRVINE, CA, 92697-1050	81278052
	679-728 (676)	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA OFFICE OF EXECUTIVE EDUCATION, UC IRVINE, MPAR210, IRVINE, CA, 92697-3130	61278052
	(213) 746-6821	THE RIGHTWAY FOUNDATION 1910 MAGNOLIA AVENUE, LOS ANGELES, CA. 90007	10556591
	2278-956 (818)	THE SEGAL COMPANY, INC. 330 N. BRAND BLVD, STE. 1100, GLENDALE, CA, 91203	10120251
	(832) 726-9040	9697 JONES RD STE 638' ' HOUSTON' TX' 77065 9697 JONES RD STE 638' ' HOUSTON' TX' 77065	10629211
<u>waiv</u>	(310) 732-2301	THE WENTWORTH COMPANY, INC. 479 W. BTH ST., , SAN PEDRO, CA, 90731-2657	
	9441-194 (015)	THE WORLD ACADEMY OF PERSONAL DEVELOPMENT INC 1901 AVENUE OF THE STARS, 2ND FLOOR, LOS ANGELES, CR, 90067	10571271
	(310) 551-3000 Ext:102	THE ZEMZOW GROUP INC 264 S. LA CIENEGE BLVD, SUITE 1120, BEVERLY HILLS, CA, 90211	10625171
	1146-797 (626)	THINK-UPI INC. 1015 N. LAKE AVE., STE, 208, , PASADENA, CA, 91104-4576	10199611
<u>waiV</u>	9014-644 (016)	THIRD MILLENNIUM BUSINESS SYSTEMS, INC., 10940 WILSHIRE BLVD., SUITE 600, LOS ANGELES, CA, 90024	11011501

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AND THAS, INC., 10940 WILSHIRE BLVD., SOUT 600, LOS ANGELES, CA, 90024

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ATTACHMENT A **ISD Vendor List**

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TWYLA GARRETT 12375301, VA. 22206-2819 2401 26TH RD. S., ARLINGTON, VA. 22206-2819

TURNING NEW CORNERS

TURNER CONSULTING, INC.

13004301 RAINITY PROFESSIONAL RECRUITME 6516 LAUREL STREET, CORONA, CA, 92880

RI-STATE EMPLOYMENT SERVICE,

15631001 TERBUNE COMPANYCAREERBUILDER COM/LA TIMES 15631001 1435 N. MICHIGAN, I CHICAGO, IL, 60611

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TURNER HOBBS ASSOCIATES 1104 WILLIAMS STREET, FORT COLLINS, CO, CO, 80524

8370 W. CHEYENNE AVE 109-169, LAS VEGAS, NV, 89129

TSALTA, INC. 686 ARROYO PARKWAY SUITE 180, , PASADENA, CA. 91105

160 BROADWAY, 15TH FLOOR, , NEW YORK, NY, 10038

TRANSUNION LLC 555 WEST ADAMS STREET, , CHICAGO, IL, 60661

TRELLIS TECHNOLOGY SOLUTIONS 529 N MCKINLEY STREET, SUITE 104-128, CORONA, CA, 92879

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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Description

1525 ORANGE GROVE AVENUE, SUITE A, GLENDALE, CA, 91205-1521

TRUSTAFF TRAVEL NURSES 7767 MONTGOMERY ROAD, SUITE 200, CINCINNATI, OH, 45236-4255

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8628-995 (017) 4036-109 (111) Ext:18

6758-055 (818)

1684-024 (076)

EX1102 (702) 367-7038

9268-992 (929)

Ext:6604 (513) 272-3999

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	0961-139 (+17)	NSUNION LLC E. ORANGETHROPE AVE, FULLERTON, CA, 92831		1028859
	1323) 208-7984	NSPORTATION LOGISTICS SOLUTIONS, INC SERVIN DRIVE, , PALMDALE, CA, 93551-9355		2004301
	1055-487 (818)	JECTORY MANAGEMENT LTD JECTORY MANAGEMENT LTD 22 HARTSOOK 5T., 5 SHERMAN OAKS, CA, 91403-1101		1462101
	7687-682 (01E)	BOX 22801 ' LONG BEACH' CA' 30802		1092448
	Ext:8620 (800) 666-7837	MORLDWIDE		041030 4
	949) 699-6206	אספרטאסוב, 24411 פוספב פטעדב סקועב 100 פנספ 8, באפטעא אווגנא, י אספרטאוסב, 24411 פוספב פטעדב סקועב 100 פנספ 8, באפטעא אווגנא, געספגעסאסב	JWL	0410303
	7922-2257 (008)	WORLDWIDE BRIMETER CTR. E., STE, 500, , ATLANTA, GA, 30346-2001		0410305
	Ext:2007 (818) 539-2007	N. BEAND BLVD., STE. 230, GLENDALE, CA, 91203-2361 9 WORLDWIDE		10210301
	0608-638 (018)	MANAGEMENT SYSTEMS, INC. 1 NORTHAMPTON ST., EASTON, PA, 18042-3137		5466401
	6287-415 (909)	30 BEALON DRIVE SUITE C140" (CHINO HILLS, CV 91709 CONSULTING SERVICES LLC		1049505
	\$6\$2-229 (9Z9)	2 OSWEGO ST., APT. 10, , PASADENA, CA, 91107-4239		12410601
	¢228-109 (299)	3574 KNOWLEDGE, INC. 3 CALIFORNIA PL. PMB 350, LONG BEACH, CA, 90807-2229		10513301
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	(333) 833-8068	DI BOX 16077, LOS ANGELES, CA, 90076	
	9795-354 (525)	ITED JOB CREATION COUNCIL 12 S. MAIN STREET, , LOS AMGELES, CA, 90037	NU LOGALA
	(201) 524-9600 Ext:361	HINDBON STREET, SUITE 3715, , JERSEY CITY, NJ, 07302-3934 TECH SOLUTIONS INC	
	(514) 534-1631	PLTINUM CONSULTING OF LIFORNIA, LP, 12750 MERIT DR SUITE 260, DALLAS, TX, 75251	
	(310) 693-0490	OL LOS ANGELES, LLC CO LOS ANGELES, LLC	
	9411-784 (213)	VIR CONSTRUCTION MOMT. INC 16 WILSHIRE BLVD STE 2420, , LOS ANGELES, CA, 90010	540301 AM
	1727-733 (213)	NIR CONSTRUCTION MEMT. INC) WILSHIRE BLVD STG 370, , LOS ANGELES, CA, 90017	AV COEDAS
	8888-273 (819)	10 DUCKHORN DE STE 300', SACRAMENTO, CA, 95834	
	(295) 467-6920	ASSOCIATES, INC DEAUNIVERSALCORPORATE SOLUTIONS 100 STUDEBARER RD ST 700, , CERRITOS, CA, 90703	
	(352) 330-2014	G GROUP LLC (DBA CG GROUP) • ORESCENT DR., STE. 249, , PLEASANT HILL, CA, 94523-5501	
	(513) 682-9300	VTURI STAFFING PARTNERS 5. GRAND AVE., STE. 1610, , LOS ANGELES, CA, 90071-3484	
	8896-225 (714)	ADURA GROUP 8 SARATOGA DRIVE, , FULLERTON, CA, 92835	

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12664701 VOLT INFORMATION SCIENCES

VISIONSPOT CONSULTING, LLC VISIONSPOT CONSULTING, LLC 7642 CENTURY BLVD, , PARAMOUNT, CA, 90723

VIRTUAL PERFORMANCE LLC 6352 MULAN STREET, , CORONA, CA, 92880

VERTEX INFORMATION \$YSTEMS INC 2634 S. 10TH AVE., ARCADIA, CA, 91006-5064

3031 W. GRAND BLVD., SUITE 695, , DETROIT, MI, 48202

VIRTEK COMPANY 26087 JUNIPER TREE LANE, PO BOX 71, MENIFEE, CA, 92585

VICTORIA HAVASSY 2211 CORINTH AVE., STE. 303, , LOS ANGELES, CA, 90064-1622

VICTORIA HAVASSY VICTORIA HAVASSY 10940 WILSHIRE BLVD., SUITE 1600, LOS ANGELES, CA, 90024

VERSANT 12660 W. NORTH AVE , BLD D, BROCKFIELD, WI, 53005-4633

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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Description

VIMANA CONSULTING 437 RICHMOND ST, APT 2, EL SEGUNDO, CA 90245-3782

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VISIONARY INTEGRATION PROFESSIONALS LLC, 80 IRON POINT CIRLCE, SUITE 100, FOLSOM, CA, 95630

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(408) 214-4820

(310) 358-4400

0120-407 (015)

2261-596 (+12)

7313) 870-0157

(961) 278-8603

7629-147 (168)

1495-824 (323)

0021-244 (015)

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(800) 819-6165 Ext:301 14195801 325 CARLSON CT., VISTA, CA, 92083 1084-212 (094) 16696301 STERET, SUITE 6C, LAKEWOOD, CA, 90712 8854-445 (015) 12212801 12212801 MORK SKILLS FIRST, INC. 1217-995 (#08 Ext:4600 12130401 PO BOX 11134,, TORRANCE, CA, 90510 7484 339-4647 16236101 SS11 NELSON AVE, SUITE B, REDONDO BEACH, CA, 90278 8426-746 (015) MILMES, LLC WILLIAM T DOUGLAS 11245 E 183RD STREET, #153, CERRITOS, CA, 90702 10981751 262) 228-3414 WILLIAM AVERY ASSOCIATES, INC. 3 1/2 N. SANTA CRUZ AVE., STE. A, , LOS GATOS, CA, 95030-5964 #Z##-66E (80#) 10414201 PO BOX 2187, HELENDALE, CA, 92342-2187 PO BOX 2187, HELENDALE, CA, 92342-2187 (213) 200-4235 14290801 P.O. BOX 718, , TUSTIN, CA, 92781-0718 800) 731-7205 13023001 WESTERN EMPIRE INVESTIGATIONS INC 1015 BEECAVE WOODS DR., STE. 207, AUSTIN, TX, 78746-6752 4902-245 (219) 10685601 MEIDNER CONSULTING 12026801 W.E. RESOURCES GROUP, LLC 8133 PARKGLEN AVE., LOS ANGELES, CA. 90043 9087-762 (323) Certified CSBE ID Aeugol Phone emeN viedmoo CONSULTING SERVICES-PERSONNEL/EMPLOYMENT 99-916 Description

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50762611 XEROX STATE AND LOCAL SOLUTIONS 1501 E. SAINT ANDREW PL., SECOND FLOOR, SANTA ANA, CA, 92705-4930

50782610 XEROX STATE AND LOCAL SOLUTIONS 10782610 S15 W. POMONA BLVD., # 300, , MONTEREY PARK, CA, 91754-7146

20182601 XEROX STATE AND LOCAL SOLUTIONS 1400 S GRAND AVENUE, SANTA ANA, CA, 92705

XEROX STATE AND LOCAL SOLUTIONS PO BOX 201322, , DALLAS, TX, 75320-1322

XEROX STATE AND LOCAL SOLUTIONS

WORKPLACE TECHNOLOGIES

XEROX STATE AND LOCAL SOLUTIONS (5301 WHITTIER BLVD., STE, 200, LOS ANGELES, CA, 90022-4038

XEROX STRTE AND LOCAL SOLUTIONS 1200 K STREET WW. ACCOUNTING 12TH FLOOR, WASHINGTON, DC, 20005

XEROX STATE AND LOCAL SOLUTIONS 21416 PLUMMER STREET, SUITE "B", CHATSWORTH, CA, 91311-4142

XEROX STATE AND LOCAL SOU W 190TH STE 100, GARDENA, CA, 90248 METRO EXPRESSLAVES, 500 W 190TH STE 100, GARDENA, CA, 90248

MOSTDMIDE INTELLIGENCE NETWORK, PO BOX 17494, BEVERLY HILLS, CA, 90209 WORLDWIDE INTELLIGENCE CORP

Sompany Name

Description

XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET NW, SUITE 800, WASHINGTON, DC, 20036

1800 M STREET N.W. 7TH FLOOR, , WASHINGTON, DC, 20036

8150 N. CENTRAL EXPY, STE. 1100, DALLAS, TX, 75206-1815

CONSULTING SERVICES-PERSONNEL/EMPLOYMENT

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	1129-654 (513)	SOUTH OLIVE ST. SUITE 2300, , LOS ANGELES, CA, 90014		<u>51858708</u>
	8651-418 (508)	ICX STRTE AND LOCAL SOLUTIONS ; GOVERNMENT SOLUTIONS - CFS/NCS, 1410 SOUTH BROADWAY SUIE C, ; GOVERNME, CA. 93454	S⊃A	<u>51858705</u>
	2788-999-8672	MIN MALIK 5 PACIFIC COAST HWY., SUITE 117, , TORRANCE, CA, 90505-5571		11844501
	9744-963 (016)	ADNA L LOCKRIDGE ADNA L LOCKRIDGE		16963201
	1126-299 (196)	ANDA Y WILLIAMS 15 VISTA DEL MAR STREET, , MORENO VALLEY, CA, 92555		14851001
<u>waiv</u>	9900-224 (646)	IR LIFES PURPOSE CUSTOMER SERVICE EXPERTS PRICE & ASSOCIATES, 4859 W. SLAUSON AVENUE SUITE #470, LADERA SHTS, CA, 90056	AAIG	16215801
	1460-145 (525)	V W 83RD ST., LOS ANGELES, CA, 90044-2201		10618650
	(353) 241-0341	\ WASHINGTON 30X 4367. , CULVER CITY, CA, 90231-4867		20618620
	(323) 754-1592	& ASSOC., INC. \$ OULLIVAN ST., 1 LOS ANGELES, CA, 90047-4635		10425201
	7268-855 (417)	ET INC IG E SANTA ANA CANYON ROAD STE 576, , ANAHEIM, CA, 92807		15166601

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County of Los Angeles Office of Affirmative Action Compliance ISD Vendor List Participating Vendors

EMPLOYMENT AGENCIES

3S Global Business Solutions

Mr. Sam Mookerjee, President/Director

Canoga Park, CA 91304-4706 Bus Phone: (818) 453-4403 Fax: (360) 899-0364 CBE Participation: MBE/DBE Ethnicity: Asian/Indian

Absolute Employment Solutions, Inc.

Ms. Penelope Hunt, President

Los Angeles, CA 90231 Bus Phone: (323) 931-6262 Fax: (323) 931-6211 CBE Participation: MBE/WBE/DBE Ethnicity: African American

AIM Staffing Inc., dba

Ms. Linda McKell, President/Owner

 Mountain View, CA 94039-1210

 Bus Phone: (650) 965-7900
 Ext: 102

 Fax: (650) 965-7774

 CBE Participation: WBE

 Ethnicity: White

APR Consulting, Inc.

Ms. Erlinda Stone, CEO 22632 Golden Springs Drive Suite 380 Diamond Bar, CA 91765 Bus Phone: (909) 396-5375 Fax: (909) 396-5377 CBE Participation: MBE/WBE Ethnicity: Filipino American

Buchanan & Associates

Mr. Gilbert Buchanan, Principal Consultant/Own

Alhambra, CA 91801 Bus Phone: (626) 533-1186 Fax: (626) 289-1174 CBE Participation: MBE Ethnicity: African American

C3G Solutions dba C3G (fka

Ms. Linda Welsh, President/CEO

Cerritos, CA 90703-2206 Bus Phone: (855) 330-3320 Fax: (866) 249-6125 CBE Participation: WBE Ethnicity: White

Covington & Associates, LLC

Mr. Francis Covington, Managing Partner/COO

Palos Verdes Peninsula, CA 90274 Bus Phone: (310) 750-6674 Fax: (310) 541-3522 CBE Participation: MBE Ethnicity: African American

Cranbrook Financial Office Services, In

Ms. Joanna Scott, CEO

Pasadena, CA 91101 Bus Phone: (626) 765-6366 Fax: (888) 893-8512 CBE Participation: MBE/WBE Ethnicity: Asian/Pacific Islander

Good People, Inc.

Ms. Arlita Purser, President 9636 Tierra Grande Street Suite 104 San Diego, CA 92126 Bus Phone: (858) 467-1348 Fax: (858) 495-0648 CBE Participation: WBE

Human Potential Consultants, LLC.

Ms. Garnett Newcombe, Director/CEO

Carson, CA 90746 Bus Phone: (310) 756-1560 Fax: (310) 756-1652 CBE Participation: MBE/WBE/DBE Ethnicity: African American

International Word Processing Services

Ms. Mary Anna Jones, CEO/President

Downey, CA 90241 Bus Phone: (562) 900-8359 Fax: (866) 869-5114 CBE Participation: MBE/WBE/DBE Ethnicity: African American

Jenn International, Inc.

Ms. Jennifer Oracion, President/CEO

Los Angeles, CA 90010 Bus Phone: (213) 388-1688 Fax: (213) 388-9685 CBE Participation: MBE/WBE Ethnicity: Asian/Pacific Islander

LifeLung, Inc. dba

Ms. Annette Palazuelos, President

Glendale, CA 91205 Bus Phone: (626) 614-9581 Fax: N/A CBE Participation: MBE/WBE Ethnicity: Hispanic

MDJC, Inc. dba Link Staffing Services

Ms. Johanna Mendez, CEO

Montebello, CA 90640 Bus Phone: (626) 919-0695 Fax: (626) 209-8141 CBE Participation: WBE

P. Murphy & Associates, Inc.

Ms. Phyliss Murphy, President

Burbank, CA 91506 Bus Phone: (818) 841-2002 Fax: (818) 841-0082 CBE Participation: WBE Ethnicity: White

Paramount Enterprises

Ms. Komal Badar, President

Redlands, CA 92374 Bus Phone: (909) 363-4713 Fax: (909) 575-4775 CBE Participation: MBE/DBE Ethnicity: Asian/Pacific Islander

Partners In Diversity, Inc.

Ms. Arlene Apodaca, Vice President

South Pasadena, CA 91031 Bus Phone: (626) 793-0020 Fax: (626) 793-0022 CBE Participation: WBE/DBE Ethnicity: White

PeopleWare Staffing, Inc.

Ms. Sheryl Rooker-Thaler, President

El Segundo, CA 90245 Bus Phone: (310) 640-2406 Fax: (310) 640-2629 CBE Participation: WBE Ethnicity: Unknown

REBOOTTWICE, LLC

Mr. Mark McRae, President

Laguna Hills, CA 92654-3233 Bus Phone: (949) 831-8821 Fax: (949) 340-6716 CBE Participation: MBE/DBE Ethnicity: African American

San Diego Personnel & Employment Ag

Ms. Arlita Purser, President

San Diego, CA 92192 Bus Phone: (858) 467-1348 Fax: (858) 495-0648 CBE Participation: WBE Ethnicity: Unknown

Siracusa Enterprises Inc., dba

Mr. Joe Alas, President

Granada Hills, CA 91344 Bus Phone: (818) 831-1130 Fax: (818) 831-1126 CBE Participation: MBE Ethnicity: Hispanic

SuperbTech, Inc.

Ms. Jan Davis, President

Culver City, CA 90230 Bus Phone: (310) 645-1199 Fax: (310) 645-5401 CBE Participation: MBE/WBE Ethnicity: African American

Worksters

Ms. Ania Kaminska, Manager

Granada Hills, CA 91344 Bus Phone: (650) 458-0600 Fax: (408) 280-7881 CBE Participation: WBE/DBE Ethnicity: White

3S Global Business Solutions

Mr. Sam Mookerjee, President/Director

Canoga Park, CA 91304-4706 Bus Phone: (818) 453-4403 Fax: (360) 899-0364 CBE Participation: MBE/DBE Ethnicity: Asian/Indian

Absolute Employment Solutions, Inc.

Ms. Penelope Hunt, President

Los Angeles, CA 90231 Bus Phone: (323) 931-6262 Fax: (323) 931-6211 CBE Participation: MBE/WBE/DBE Ethnicity: African American

AIM Staffing Inc., dba

Ms. Linda McKell, President/Owner

 Mountain View, CA 94039-1210

 Bus Phone: (650) 965-7900
 Ext: 102

 Fax: (650) 965-7774

 CBE Participation: WBE

 Ethnicity: White

APR Consulting, Inc.

Ms. Erlinda Stone, CEO 22632 Golden Springs Drive Suite 380 Diamond Bar, CA 91765 Bus Phone: (909) 396-5375 Fax: (909) 396-5377 CBE Participation: MBE/WBE Ethnicity: Filipino American

Buchanan & Associates

Mr. Gilbert Buchanan, Principal Consultant/Own

Alhambra, CA 91801 Bus Phone: (626) 533-1186 Fax: (626) 289-1174 CBE Participation: MBE Ethnicity: African American

C3G Solutions dba C3G (fka

Ms. Linda Welsh, President/CEO

Cerritos, CA 90703-2206 Bus Phone: (855) 330-3320 Fax: (866) 249-6125 CBE Participation: WBE Ethnicity: White

Covington & Associates, LLC

Mr. Francis Covington, Managing Partner/COO

Palos Verdes Peninsula, CA 90274 Bus Phone: (310) 750-6674 Fax: (310) 541-3522 CBE Participation: MBE Ethnicity: African American

Cranbrook Financial Office Services, In

Ms. Joanna Scott, CEO

Pasadena, CA 91101 Bus Phone: (626) 765-6366 Fax: (888) 893-8512 CBE Participation: MBE/WBE Ethnicity: Asian/Pacific Islander

Good People, Inc.

Ms. Arlita Purser, President 9636 Tierra Grande Street Suite 104 San Diego, CA 92126 Bus Phone: (858) 467-1348 Fax: (858) 495-0648 CBE Participation: WBE

Human Potential Consultants, LLC.

Ms. Garnett Newcombe, Director/CEO

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Paramount Enterprises

Ms. Komal Badar, President

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Partners In Diversity, Inc.

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PeopleWare Staffing, Inc.

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REBOOTTWICE, LLC

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Worksters

Ms. Ania Kaminska, Manager

Granada Hills, CA 91344 Bus Phone: (650) 458-0600 Fax: (408) 280-7881 CBE Participation: WBE/DBE Ethnicity: White

COUNTY OF LOS ANGELES PUBLIC LIBRARY TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Howroyd-Wright, Inc. (dba AppleOne Employment Services)
Total Number of Employees in Firm	1,700
Owners/Partner/Associate Partners	
Black/African American	3
Hispanic/Latin American	
Asian or Pacific Islander	
American Indian	
Filipino	
White	
Total	3
Women (should be included in counts above and also reported here separately).	2
Managers	
Black/African American	32
Hispanic/Latin American	46
Asian or Pacific Islander	3
American Indian	41
Filipino	
White	271
Total	393
Women (should be included in counts above and also reported here separately).	265
Staff	
Black/African American	172
Hispanic/Latin American	285
Asian or Pacific Islander	4
American Indian	162
Filipino	0
White	594
Total	1217
women (should be included in counts above and also	933
reported here separately).	
reported here separately).	
Percentage of Ownership	100.0%
Percentage of Ownership Black/African American	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White	
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White Total	100.0%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White	
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White Total Women (should be included in counts above and also reported here separately). Current Certification as Minority/Women-Owner	100% 50.5%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White Total Women (should be included in counts above and also reported here separately).	100% 50.5%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White Total Women (should be included in counts above and also reported here separately). Current Certification as Minority/Women-Owner	100% 50.5%
Percentage of Ownership Black/African American Hispanic/Latin American Asian or Pacific Islander American Indian Filipino White Total Women (should be included in counts above and also reported here separately). Current Certification as Minority/Women-Ow State of California	100% 50.5%

*Did not provide information on CBE form.

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

COUNTY OF LOS ANGELES PUBLIC LIBRARY TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Library Associates, Inc. (dba LAC Group)
Total Number of Employees in Firm	318
Owners/Partner/Associate Partners	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
American Indian	
Filipino	
White	1
Total	1
Women (should be included in counts above and also reported here separately).	1
Managers	
Black/African American	3
Hispanic/Latin American	1
Asian or Pacific Islander	2
American Indian	
Filipino	
White	17
Total	23
Women (should be included in counts above and also reported here separately).	13
Staff	
Black/African American	75
Hispanic/Latin American	32
Asian or Pacific Islander	23
American Indian	2
Filipino	3
White	144
Total	279
vvomen (should be included in counts above and also reported here separately).	146
Percentage of Ownership	
Black/African American	
Hispanic/Latin American	
Asian or Pacific Islander	
American Indian	
Filipino	
White	100.0%
Total	100%
Women (should be included in counts above and also reported here separately).	100.0%
Current Certification as Minority/Women-Ow	ned Firm
State of California	
City of Los Angeles	
Federal Government	WBE
County of Los Angeles	

*Did not provide information on CBE form.

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LIBRARY ASSOCIATES, INC. (dba LAC Group)

FOR

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

CONTRACT PROVISIONS TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

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CONTRACT PROVISIONS TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

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- H SAFELY SURRENDERED BABY LAW
- I DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- J DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND LIBRARY ASSOCIATES, INC., (dba LAC Group) FOR TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

This Contract and Exhibits made and entered into this <u>25th</u> day of <u>November</u>, 20<u>14</u> by and between the County of Los Angeles, hereinafter referred to as County and **Library Associates, Inc., (dba LAC Group)**, hereinafter referred to as Contractor. Library Associates, Inc. (dba LAC Group) is located at 10390 Santa Monica Blvd., Suite 230, Los Angeles, CA 90025.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Librarian and Library Assistant Personnel Services when certain requirements are met; and

WHEREAS, the County desires to utilize two contractors to provide the Temporary Librarian and Library Assistant Personnel Services and, in turn, intends to execute two identical contracts for these services; and

WHEREAS, the Contractor is a private firm that is capable of providing Temporary Librarian and Library Assistant Personnel Services; and

WHEREAS, this Contract is therefore authorized under California Government Code, Section 31000.4 to contract for temporary help to assist during any peak load, temporary absence, or emergency other than a labor dispute;

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

EXHIBIT A - Statement of Work EXHIBIT B - Pricing Schedule – Hourly Bill Rates EXHIBIT C - Contractor's EEO Certification EXHIBIT D - County's Administration
EXHIBIT E - Contractor's Administration
EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT G - Contractor Employee Jury Service
EXHIBIT H - Safely Surrendered Baby Law
EXHIBIT I - Defaulted Property Tax Reduction Program Certification
EXHIBIT J - Determinations of Contractor Non-Responsibility and Contractor
Debarment

2.0 **DEFINITIONS**

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

- 2.1 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles
- 2.5 **County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.6 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract. He/she is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract.
- 2.8 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.11 Librarian: An individual who performs professional library work.
- 2.12 **Library Assistant:** An individual who performs routine paraprofessional library tasks to assist librarians.
- 2.13 Library Facility(ies): Public Library location(s).
- 2.14 **Public Library:** County of Los Angeles Public Library

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of **four (4)** years commencing after execution by County's Board of Supervisors (Board) or December 1, 2014, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one-year option period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.

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

4.3 The Contractor shall notify the Public Library when this Contract is within nine (9) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Public Library at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Temporary Librarian and Library Assistant Personnel Services specified herein in accordance with Exhibit B, Pricing Schedule –

Hourly Bill Rates, and shall not exceed a combined amount of **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)** each year of this Contract for each contract awarded. The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Sub-Section 8.1 – Amendments.

- 5.2 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Public Library's adopted budget and needs. Use of the awarded contracts will be alternated between the two contractors. Further, use of temporary workers are limited a period not to exceed ninety (90) work days for a maximum of seven hundred and twenty (720) hours.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever, incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Public Library at the address herein provided in Exhibit D - County's Administration.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges

owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule - Hourly Bill Rates, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule Hourly Bill Rates. Rates shall remain fixed and firm for the term of the Contract to include the option year and month-to-month extensions.
- 5.6.3 The Contractor's invoices shall contain the following information: contract number, employee's name, job classification, assignment location, hours and dates worked for which payment is claimed.
- 5.6.4 The Contractor shall submit invoices to the County by the 15th calendar day following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit D - County's Administration.

5.6.6 County Approval of Invoices

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

- 5.6.7 The County may deduct from payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.
- 5.6.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of undisputed invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

5.6.9 Local Small Business Enterprises (SBE) – Prompt Payment Program

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County Contract Project Director

Responsibilities of the County Contract Project Director include:

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

6.2 County Contract Project Manager

Responsibilities of the County Contract Project Manager include:

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

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

6.3 County Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 The Contractor Project Manager is designated in Exhibit E -Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have three (3) years of demonstrated experience in the temporary personnel services industry to include but not limited to; providing qualified and experienced staff, overseeing of day-to-day operations, quality assurance and customer relations.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

The Public Library shall issue identification (ID) badges to Contractor employees assigned to work at Library locations. The Contractor's employees are required to have a County ID badge on their person and visible at all times while on duty and inside of a Public Library facility. No other ID badge is acceptable. Lost or damaged ID badges will be replaced at a replacement fee in accordance with the Public Library's Identification Card Policy. The Contractor is responsible to repay to the County the cost incurred for lost or damaged ID badges and stolen ID badges not reported to law enforcement.

- 7.3.1 The Contractor is responsible to ensure that staff obtains a Public Library ID badge by the date they are to begin a work assignment in a County facility. Contractor staff may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.
- 7.3.2 The Contractor is responsible to ensure that staff report lost/stolen ID badges to a law enforcement agency within twenty-four (24) hours of discovery of loss/theft and provide to the County a copy of the police report or receipt for the police report.
- 7.3.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. The Contractor shall retrieve and return the employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.4 If the County requests the removal of Contractor's staff, the Contractor shall retrieve and return the employee's ID badge to the County on the next business day after the employee has been removed from working on the Contract.
- 7.3.5 Failure to return ID badges in accordance with this Sub-section will result in damages being assessed.

7.4 Contractor Employee Criminal Records

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations

under this Sub-section 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.3 The County Librarian or his/her designee or the Board, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian or his/her designee or the Board.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the

prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

- 8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising

from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole Any legal defense pursuant to the Contractor's judgment. indemnification obligations under this Sub-section 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 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. "Fulltime" 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 12month period are not considered full-time for purposes of the If the Contractor uses any Jury Service Program. Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: <u>GAINGROW@dpss.lacounty.gov</u> to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five 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.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing

on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS OR EQUIPMENT

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor

and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 **Cancellation of or Changes in Insurance**

Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage

or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

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

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 Sexual Misconduct Liability

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

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the PRS Chart, as defined in Exhibit A - Statement of Work – Attachment IV, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

- Any documents submitted by the Contractor; all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 -Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided

that the requirements of this Sub-section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the

Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit D County's Administration before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- Except with respect to defaults of any Subcontractor, the 8.43.3 Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, guarantine restrictions, floods. epidemics. strikes. freiaht embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them,

the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with County Code Chapter 2.206, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

I hereby certify thes pursuant ic CONTRACTOR: LIBRARY ASSOCIATES INC., Rection 25103 of the Government Code, isses of this document has been made. (dba LAC Group) LO. A. HAMAI :xecutive Officer Slerk of the Board of Supervisors ROBERT CORRAQ 10 Chief Operating Officer By Deputy COUNTY OF LOS ANGELES By Chairman, Board of Supervisors ATTEST: ALIFORM SACHI HAMAI Executive Officer-Clerk of the Board of Supervisors NOV 2 5 2014 By Deputy uch APPROVED AS TO FORM: SACHIA. EXECUTIVE OFFICER MARK SALADINO **County Counsel** in Bv Deputy County Counsel

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EXHIBIT A

STATEMENT OF WORK

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

STATEMENT OF WORK TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

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EXHIBIT A STATEMENT OF WORK

1.0 SCOPE OF WORK

This Contract will cover all Public Library facilities. Current Public Library facilities are listed in Attachment I – Library Facilities and Service Hours. Changes to this list will be made at the discretion of the County. The Contractor will provide to the Public Library experienced Temporary Librarians and Library Assistants on an asneeded basis, to fill temporary assignments for traditional and alternative work schedules. The duties and responsibilities of the temporary Librarian and Library Assistant are provided in Section 10.0 – Job Descriptions of this Statement of Work (SOW).

Temporary personnel may be utilized to fill any single peak load, emergency or temporary absence and shall not in any event, exceed ninety (90) business days or seven hundred and twenty (720) hours.

2.0 **DEFINITIONS**

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

3.0 QUALITY CONTROL

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

- 3.1 Method and frequency of monitoring to ensure that Contract requirements are being met.
- 3.2 Title/level and qualifications of personnel performing monitoring functions.
- 3.3 A record of all monitoring activities conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.4 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

- 3.5 All complaints shall be addressed as soon as possible by the Contractor. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County will be assessed from payment due to the Contractor from the County.
- 3.6 The Contractor shall maintain and keep all background investigation records performed on Librarians and Library Assistants providing services under this Contract.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Meetings

The Contractor is required to attend a minimum of one (1) scheduled meeting per month and any other meeting as needed. Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Contractor employees attending meetings must be at the level of the Contractor Project Manager or higher.

4.2 Annual Evaluation

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

4.3 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor but, in no case more than thirty (30) calendar days. Failure to resolve the problem within the time specified will result in issuing a formal Contract Discrepancy Report, Attachment III, with an assessment, retroactive to the initial report of the discrepancy.

Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County Contract Project Monitor within two (2) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.4 County Observations

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

5.0 **RESPONSIBILITIES**

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

<u>COUNTY</u>

5.1 Equipment

The County shall provide whatever equipment, deemed necessary by the County, for temporary personnel to perform the duties described herein.

5.1.1 Equipment provided may include but is not limited to, computers, computer peripherals, copiers, scanners, and telephones.

CONTRACTOR

5.2 Contractor Project Manager

- 5.2.1 The Contractor shall provide a full-time Contractor Project Manager or designated alternate. The County must have access to the Contract Project Manager five (5) days a week, Monday Friday, 7:00 a.m. 6 p.m., Pacific Standard Time (PST). The Contractor shall provide a telephone number where the Contractor Project Manager can be reached during hours outside of office business hours.
- 5.2.2 The Contractor Project Manager or designated alternate shall act as a central point of contact with the County and have full authority to act for the Contractor on all matters relating to the daily operations of the Contract.
- 5.2.3 The Contractor Project Manager and alternate must be able to effectively communicate in English, both orally and in writing.
- 5.2.4 The Contractor Project Manager must have three (3) years of demonstrated experience in the temporary personnel services industry to include but not limited to; providing qualified and

experienced staff, overseeing of day-to-day operations, quality assurance and customer relations.

- 5.2.5 The Contractor Project Manager or designated alternate must provide to the County Contract Program Monitor, a copy of employee timesheets by the business day following the end of the pay period.
- 5.2.6 The Contractor Project Manager shall ensure no contractor employee works more than seven hundred and twenty (720) hours on an individual assignment and must provide notice to the County Contract Project Monitor when the employee is within 40 hours of reaching this maximum.
- 5.2.7 The Contractor Project Manager shall ensure no contractor employee works more than ninety (90) business days on an individual assignment and must provide notice to the County Contract Project Monitor when the employee has worked seventyfive (75) business days.

5.3 Contractor Personnel

- 5.3.1 The Contractor shall ensure a sufficient number of qualified personnel are readily available to meet the Public Library's temporary help needs.
- 5.3.2 The Contractor shall recruit; pre-screen, to include background check and select only qualified personnel to work at Public Library facilities.
- 5.3.3 No Contractor employee, while working under this Contract, shall also at the same time be employed by the County.
- 5.3.4 The Contractor's employees shall meet the education requirements as set forth in Section 8.0, Education Requirements of this SOW.
- 5.3.5 The Contractor's employees shall meet the physical class requirements as set forth in Section 9.0, Physical Class Requirements of this SOW.
- 5.3.6 Contractor employees performing services under this Contract must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract as set forth in Sub-section 7.5 – Background and Security Investigation, of the Contract.

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

- 5.3.7 All Contractor employees providing service under this Contract are required to wear clothing and shoes suitable to their job classification and must maintain a neat and professional appearance in the performance of their duties.
- 5.3.8 All Contractor employees must be courteous and have the ability to handle irrational and difficult customers in a professional manner.
- 5.3.9 At no time are the Contractor's employees allowed to use County equipment for their personal use.
- 5.3.10 Contractor employees assigned by the Contractor to perform services under this Contract shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge its employee without influence from the County. However, the County, at its sole discretion, may remove any Contractor employee from working on the Contract.

5.4 Contractor Employee Attendance

Contractor employees providing services under this Contract must be dependable and observe assigned working hours. Failure to observe working hours includes tardiness in arriving at or returning to an assigned work station and leaving the work station without authorization.

The County may remove or request a replacement of Contractor employees who fail to comply with attendance requirements. Such removal does not relieve the Contractor of its obligation to perform under this Contract.

- 5.4.1 <u>Observance of Work Hours</u> Contractor employees are to observe working hours.
- 5.4.2 Unscheduled Absences

Contractor employees who will be late or absent must notify their employer (Contractor) within an hour before their scheduled starting time. The Contractor upon receipt of this notification must immediately inform the County's Contract Project Monitor. The Contractor must provide a replacement employee upon request.

5.4.3 Scheduled Absences

Contractor employees shall make a request to their employee (Contractor) to be absent from work as soon they become aware of the need. The Contractor upon receipt of this request must send written notification to the County's Contract Project Monitor. The County's Contract Project Monitor will notify the Contractor if a replacement is needed.

5.5 Qualified Personnel

- 5.5.1 In the event a Contractor employee is unable to perform the prescribed services under this Contract and/or it is discovered subsequent to hire, that an employee working on the Contract does not meet the education or physical requirements, the Contractor shall immediately remove that employee from working on the Contract.
- 5.5.2 The County may at any time remove or replace a Contractor employee whose conduct is, in the reasonable belief of the County, detrimental to the interest of the public or other employees.
- 5.5.3 At the County's sole discretion, the Contractor shall have twentyfour (24) hours to replace an unqualified employee. Thereafter, the County reserves the right to procure services from alternative sources.

5.6 Identification Badges

The Public Library shall issue County identification (ID) badges to Contractor employees assigned to work at Public Library facility.

- 5.6.1 The Contractor's employees are required to have a County ID badge on their person and visible at all times while on duty and inside of a Public Library facility. No other ID badge is acceptable.
- 5.6.2 The Contractor is responsible to ensure that employees have obtained a County ID badge by the date they are to begin a work assignment at a Public Library facility. Contractor employees may be asked to leave a Public Library facility by a County representative if they do not have the proper County ID badge on their person.
- 5.6.3 The Contractor is responsible to ensure that employees report stolen County ID badges to a law enforcement agency within twenty-four (24) hours of discovery of theft and provide to the County a copy of the police report or receipt for police report.
- 5.6.4 Lost or damaged County ID badges will be replaced at a replacement fee in accordance with the Public Library's Identification Card Policy. The Contractor is responsible to repay to the County the cost incurred for lost or damaged County ID badges and stolen County ID badges not reported to law enforcement.

- 5.6.5 The Contractor shall notify the County within one (1) business day when an employee is terminated from working under this Contract. The Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 5.6.6 If the County requests the removal of a Contractor's employee, the Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on the Contract.
- 5.6.7 Failure to return County ID badges in accordance with this Subsection will result in damages being assessed.

5.7 Training

- 5.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.7.2 All company training records must include a course outline of subjects trained in and a signature from the employee acknowledging training and understanding. Training records must be available for inspection at the request of the County. The County may evaluate course outline and materials to ensure appropriateness for positions covered under this Contract.
- 5.7.3 The Contractor is responsible for ensuring that each Contractor employee is familiar with the services to be provided under the Contract.

5.8 Salaries

The Contractor is solely responsible for providing to its employees all legally required employee benefits and wages. The County shall not be called upon to assume any liability for the direct payment of salaries, wages, benefits or any other compensation to any Contractor employee. The County is responsible only to pay the Contractor for services provided in accordance with Exhibit B, Pricing Schedule – Hourly Bill Rates, of the Contract.

5.9 Contractor's Office

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

5.9.1 Business Hours

The Contractor's office shall be staffed during the hours of 7:00 a.m. to 5 p.m. PST, Monday – Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. If an answering

service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of call.

5.9.2 <u>After-Hours</u>

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If a voicemail is utilized, the Contractor Project Manager must respond within thirty (30) minutes of receipt of call.

6.0 HOURS/DAYS OF WORK

Contract employees will be assigned to work varying full-time and part-time shifts, to include traditional and alternative work schedules, depending on the work location and the individual needs of the Public Library facility requesting the service, between the hours of 7:00 a.m. to 10 p.m. PST, Monday – Sunday, not to exceed 40 hours per week. **No overtime will be accumulated or paid.**

An alternative work schedule is defined as any regularly scheduled workweek requiring an employee to work more than eight (8) hours in a twenty-four (24) hour period.

7.0 LIBRARY CLOSURES

7.1 The Contractor is not required to provide services on the following holidays:

-New Year's Day	-Labor Day
-Dr. Martin Luther King Jr. Day	-Columbus Day
-Presidents' Day	-Veteran's Day
-Memorial Day	-Thanksgiving Day and following Friday
-Independence Day	-Christmas Day

7.2 The Contractor will be notified of any other Public Library closures as necessary.

8.0 EDUCATION REQUIREMENTS

8.1 Librarian

A Master of Library Science degree from an accredited college or university -OR- completion of thirty-six (36) graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

8.2 Library Assistant

Completion of two (2) years in an accredited college or university, including six (6) units of technical library course work. One year of clerical or technical experience in an organized library may be accepted for each year of college.

9.0 PHYSICAL CLASS REQUIREMENTS

Physical Class is a designation of the physical effort required in the performance of the work assigned to the position. The County's class applicable to Librarian and Library Assistant is as follows:

3-Moderate: Requires standing or walking most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of objects weighing 10-25 pounds.

10.0 JOB DESCRIPTIONS

The below listed duties and responsibilities are provided only as general functions of the Librarian and Library Assistant. The Contractor acknowledges that duties and responsibilities of its employees are not limited to those listed below and that the duties and/or responsibilities may be modified over the contract term to maintain alignment with the Class Specifications of the County.

10.1 Librarian

The Librarian works under the administrative and technical supervision of a higher-level librarian and is responsible for performing standard and professional librarian work in any of the following areas: 1) adult services, children's services, teen services, government services, periodicals, internet or technical services; 2) classifying and cataloging all library materials; 3) providing department-wide program support for areas such as adult services and youth services. Positions at this level perform professional library duties of increasing difficulty and have an understanding of established policies, methods, procedures, and standards to resolve problems. Librarians must exercise knowledge of the basic principles of librarianship and be able to provide individual and group instruction. Librarians must also possess expertise to use current technology to perform librarian duties, and have an understanding of the public and technical aspects of professional library services.

- 10.1.1 Example of Librarian Duties
 - 1. Promotes library services in a community by answering the more difficult reference questions; maintaining local library collections; presenting book-talks, developing, coordinating and conducting library programs, and performing community outreach.
 - 2. Coordinates reading programs for young people, conducts school and class visits, prepares bibliographies and special exhibits; and maintains government publications, audio-visual, or other special collection.

- 3. Classifies and catalogues books, documents, serials and other library materials; evaluates periodicals for the department, and implements procedures for technical services functions such as authority control and updating bibliographic records.
- 4. Maintains library records and prepares reports, as assigned.
- 5. Serves on committees to develop programs, policies, procedures, and training.
- 6. Provides department-wide program support such as reference services, youth services, internet services, and assists with other specialized assignments.
- 7. Conducts individual and may conduct group instruction in the proper use of library technology and resources.

10.2 Library Assistant

The Library Assistant is responsible for performing general and varied paraprofessional library tasks, in functional areas such as circulation, acquisition, cataloging, special programs, and the physical upkeep of library and inventory materials within the Public Library. Library Assistants must exercise a practical knowledge of library functions and services and have the ability to apply specific library rules, procedures, and practices pertaining to their particular area of assignment.

- 10.2.1 Example of Library Assistant Duties
 - 1. Assists customers by 1) locating books; 2) finding reference materials utilizing online reference services; 3) giving library program presentations; 4) providing information regarding specialized programs; and 5) answering simple reference questions while referring the more difficult questions to higher level staff.
 - 2. Assists professional staff in technical services or specialized service programs such as acquisitions, business research, literacy, cataloging of library materials, and conducting online searches, ordering, and online maintenance of the computerized library catalog.
 - 3. Assists in maintaining library records regarding inter-library loan requests, circulation, registration, book stock, literacy programs, business research and the collection of fines.
 - 4. Assists professional staff in library materials evaluation activities such as searching review media, online data bases, Internet resources, and bibliographic tools.
 - 5. Assists in collection maintenance by searching for information concerning additions, replacements, and withdrawals.

- 6. Issues, receives, and tracks library materials and supplies including requesting books and reference materials from regional and department headquarters.
- 7. Coordinates literacy services in an assigned region.
- 8. Registers borrowers and enforces library rules.
- 9. Maintains statistical records and prepares reports as assigned.

11.0 TEMPORARY PERSONNEL REQUEST

- **11.1** The County will notify the Contractor when a temporary employee is needed.
- **11.2** The Contractor must respond to the County within twenty-four (24) hours providing the following for each potential candidate:
 - 1. a resume; and
 - 2. a degree or proof of meeting education requirement; and
 - 3. a completed Job Applicant Information Sheet Attachment II of this SOW.
- **11.3** The County, upon receiving the required information, may proceed with the assignment process to include but not limited to interviewing and fingerprinting of a potential candidate.
- **11.4** The County reserves the right to cancel the request for the Contractor's failure to respond within the specified time or the Contractor's failure to provide the required documents; and may, at any time, for any reason, cancel or end an assignment.

12.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor nor its employees shall not use or display the County or the Public Library official seal, letterhead or name of the County of Los Angeles or the County of Los Angeles Public Library in any communication without written approval.

13.0 GREEN INITIATIVES

- **13.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **13.2** The Contractor shall provide the County with the Contractor's new established or planned green practices prior to the contract's commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of requirements that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to SOW Attachment IV – Performance Requirement Summary. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any requirement seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent requirement will be null and void and place no requirement on the contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

This section does not preclude the County's right to terminate the contract upon, ten (10) business days written notice with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.

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TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
A C Bilbrew Library	150 E. El Segundo Boulevard	Los Angeles	90061
Acton Agua Dulce Library	33792 Crown Valley Road	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Alondra Library	11949 Alondra Boulevard	Norwalk	90650
Angelo M. lacoboni Library	4990 Clark Avenue	Lakewood	90712
Anthony Quinn Library	3965 Cesar E. Chavez Avenue	Los Angeles	90063
Artesia Library	18722 Clarkdale Avenue	Artesia	90701
Avalon Library	215 Sumner Avenue	Avalon	90704
Baldwin Park Library	4181 Baldwin Park Boulevard	Baldwin Park	91706
Bell Gardens Library	7110 S. Garfield Avenue	Bell Gardens	90201
Bell Library	4411 E. Gage Avenue	Bell	90201
Carson Library	151 E. Carson Street	Carson	90745
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Charter Oak Library	20540 K Arrow Highway	Covina	91724
Chet Holifield Library	1060 S. Greenwood Avenue	Montebello	90640
City Terrace Library	4025 E. City Terrace Drive	Los Angeles	90063
Claremont Library	208 N. Harvard Avenue	Claremont	91711
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 W. Compton Boulevard	Compton	90220
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Culver City Julian Dixon Library	4975 Overland Avenue	Culver City	90230
Diamond Bar Library	21800 Copley Drive	Diamond Bar	91765
Dr. Martin Luther King Jr. Library	17906 S. Avalon Boulevard	Carson	90746
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Los Angeles Library	4837 E. 3rd Street	Los Angeles	90022
East Rancho Dominguez Library	4420 E. Rose Street	E. Rancho Dominguez	90221
El Camino Real Library	4264 E. Whittier Boulevard	Los Angeles	90023
El Monte Library	3224 Tyler Avenue	El Monte	91731
Florence Library	1610 E. Florence Avenue	Los Angeles	90001
Gardena Mayme Dear Library	1731 W. Gardena Boulevard	Gardena	90247
George Nye Jr. Library	6600 Del Amo Boulevard	Lakewood	90713
Graham Library	1900 E. Firestone Boulevard	Los Angeles	90001
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hawthorne Library	12700 Grevillea Avenue	Hawthorne	90250
Hermosa Beach Library	550 Pier Avenue	Hermosa Beach	90254
Hollydale Library	12000 S. Garfield Avenue	South Gate	90280
Huntington Park Library	6518 Miles Avenue	Huntington Park	90255
La Canada Flintridge Library	4545 N. Oakwood Avenue	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Boulevard	La Crescenta	91214
La Mirada Library	13800 La Mirada Boulevard	La Mirada	90638
La Puente Library	15920 E. Central Avenue	La Puente	91744
La Verne Library	3640 D Street	La Verne	91750

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
Lake Los Angeles Library	16921 E. Avenue O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Boulevard	Lancaster	93534
Lawndale Library	14615 Burin Avenue	Lawndale	90260
Leland R. Weaver Library	4035 Tweedy Boulevard	South Gate	90280
Lennox Library	4359 Lennox Boulevard	Lennox	90304
Littlerock Library	35119 80th St. East	Littlerock	93543
Live Oak Library	4153 E. Live Oak Avenue	Arcadia	91006
Lloyd Taber-Marina del Rey Library	4533 Admiralty Way	Marina del Rey	90292
Lomita Library	24200 Narbonne Avenue	Lomita	90717
Los Nietos Library	11644 E. Slauson Avenue	Whittier	90606
Lynwood Library	11320 Bullis Road	Lynwood	90262
Malibu Library	23519 W. Civic Center Way	Malibu	90265
Manhattan Beach Library	1320 Highland Avenue	Manhattan Beach	90266
Masao W. Satow Library	14433 Crenshaw Boulevard	Gardena	90249
Maywood Cesar Chavez Library	4323 E. Slauson Avenue	Maywood	90270
Montebello Library	1550 W. Beverly Boulevard	Montebello	90640
Norwalk Library	12350 Imperial Highway	Norwalk	90650
Norwood Library	4550 N. Peck Road	El Monte	91732
Paramount Library	16254 Colorado Avenue	Paramount	90723
Pico Rivera Library	9001 Mines Avenue	Pico Rivera	90660
Quartz Hill Library	42018 N. 50th St. West	Quartz Hill	93536
Rivera Library	7828 S. Serapis Avenue	Pico Rivera	90660
Rosemead Library	8800 Valley Boulevard	Rosemead	91770
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 N. Walnut Avenue	San Dimas	91773
San Fernando Library	217 N. Maclay Avenue	San Fernando	91340
San Gabriel Library	500 S. Del Mar Avenue	San Gabriel	91776
Sorensen Library	6934 Broadway Avenue	Whittier	90606
South El Monte Library	1430 N. Central Avenue	South El Monte	91733
South Whittier Library	14433 Leffingwell Road	Whittier	90604
Stevenson Ranch Express Library	26233 W. Faulkner Drive	Stevenson Ranch	91381
Sunkist Library	840 N. Puente Avenue	La Puente	91745
Temple City Library	5939 Golden West Avenue	Temple City	91780
Topanga Library	122 N. Topanga Canyon Boulevard	Topanga	90290
View Park Library	3854 W. 54th Street	Los Angeles	90043
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 W. Covina Parkway	West Covina	91790
West Hollywood Library	625 N. San Vicente Boulevard	West Hollywood	90069
Westlake Village Library	31220 Oak Crest Drive	West Honywood Westlake Village	91361
Willowbrook Library	11838 Wilmington Avenue	Los Angeles	90059
Wiseburn Library	5335 W. 135th Street	Hawthorne	90059
Woodcrest Library	1340 W. 106th Street	Los Angeles	90230
Antelope Valley Bookmobile	601 W. Lancaster Boulevard	Lancaster	93534

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
Santa Clarita Valley Bookmobile	33792 Crown Valley Road	Acton	93510
Urban Outreach Bookmobile	1601 West Covina Parkway	West Covina	91790
Library Headquarters	7400 E. Imperial Highway	Downey	90242
North Regional Office	21182 Centre Pointe Pkwy #130	Santa Clarita	91350
West Regional Office	150 E. 216 th Street	Carson	90745
South Regional Office	12348 Imperial Highway	Norwalk	90650
Central Regional Office	1550 West Beverly Boulevard	Montebello	90640
East Regional Office	1601 West Covina Parkway	West Covina	91790
Books by Mail	601 W. Lancaster Boulevard	Lancaster	93534
Juvenile Hall	1605 Eastlake Avenue	Los Angeles	90033

CONFIDENTIAL

		SANGELES PUBLIC LIBR NT INFORMATION SHEE	
Dat	te		· · · · · · · · · · · · · · · · · · ·
Naı	me	Last 4 digits of Soc. Sec.	
Ho	me AddressStreet	City	Zip Code
	me Phone ()	-	e <u>()</u>
	nail address		
Pos	sition Applied For:		Location
lf y	Los Angeles Public Library. It will be used you have provided a resume, only complete your resume. List any former names which you have u Are you a citizen of the United States of	those questions that request info	ormation that is not contained
∠.	If No, can you show proof of governmer		$\Box Yes \Box No$
3.	If you are fluent in any language in addi	-	Speak Read Write (Please check if fluent)
4.	Do you possess any other special skills skills? If so, please describe and include		
5.	Do you have any relatives currently emp	bloyed with our organization? If	f so, please complete:
	Name	Relationship	Work Location

6. Education (Check one):

High School Diploma

G.E.D. Certificate

ATTACHMENT II

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

List your work and volunteer experience for the last 10 years. If employed by the County of Los 7. Angeles Public Library, include the position held and library/section. (Continue on reverse side or attach resume.)

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving
[] Check if experience is continued on a separate sheet.				

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature

Date

U:\HRDDOCS\HRD OPS\Forms\JobAppSht(Revised August 2014)





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

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: February 3, 2009

TO: (Contractor) John Doe ABC Temporary Personnel Agency

	ane Smith Contract Servio	ces Unit	Phone No.: Fax No.:	(562) 940 – 0000 (562) 803 – 0016
CONTRACT NO.	12345	CONTRACT TITLE:		' LIBRARIAN AND SISTANT PERSONNEL
TYPE OF DISCREPA	ANCY:			
DISCREPANCY D	ETAILS:			

CONTRACTOR RESPONSE INSTRUCTIONS:

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

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

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

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 3.0, Sub-paragraph 3.1	Work	Contractor must perform and deliver all tasks, deliverables, services and other work on time.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 4.0, Sub-paragraph 4.3	Term of Contract	Contractor must notify Library when Contract is within nine (9) months from expiration.	Receipt of notification	\$200 per occurrence
Contract: Paragraph 5.0, Sub-paragraph 5.4	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.1	Administration of Contract – Contractor – Contractor Project Manager	Contractor shall notify County in writing of any changes in Exhibit E – Contractor's Administration.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.2	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager shall coordinate with County Contract Project Manager on a regular basis.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.3	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.1	Contractor's Employee Identification	Contractor must comply with the requirements specified in Sub- paragraph 7.3, section 7.3.1.	Inspection and Observation	\$200 per occurrence
Contract: Sub-paragraph 7.4	Contractor Employee Criminal Records	Contractor must comply with the requirements specified in Sub- paragraph 7.4.	Inspection and Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.1	Background and Security Investigations	Contractor employees must undergo and pass a background investigation to satisfaction of County before beginning work.	Inspection, Observation, Receipt of documents and Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.5, Section 7.5.2	Background and Security Investigations	Contractor cannot allow employees that do not pass background investigation to work on Contract without prior approval.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.4	Background and Security Investigations	Contractor must provide replacement for employees disqualified through a background and security investigation.	Observation, Receipt of documents	\$200 per occurrence
Contract: Sub-paragraph 7.6	Confidentiality	Contractor must comply with the requirements specified in Subparagraph 7.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.2	Assignment and Delegation	Contractor must comply with the requirements specified in Sub- paragraph 8.2.	Inspection, Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.5	Complaints	Contractor must comply with the requirements specified in Sub- paragraph 8.5.	Inspection and Observation and Receipt of document and/or Audit of Records	\$200 per occurrence
Contract: Sub-paragraph 8.6	Compliance with Applicable Law	Contractor must comply with the requirements specified in Sub- paragraph 8.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.7	Compliance with Civil Rights Laws	Contractor must comply with Sub-paragraph 8.7.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.8	Compliance with the County's Jury Service Program	Contractor must comply with the requirements specified Sub- paragraph 8.8.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Contractor must comply with the requirements specified in Subparagraph 8.14.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.16	Damage to County Facilities, Buildings, Grounds or Equipment	Contractor must comply with the requirements specified in Subparagraph 8.16.	Inspection and Observation	\$500 per occurrence
Contract: Sub-paragraph 8.23	Indemnification	Contractor must comply with Sub-paragraph 8.23.	Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub- paragraph 8.28.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence; possible termination for default of contract.

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.40	Subcontracting	Contractor must comply with the requirements specified in Sub- paragraph 8.40.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Contractor must maintain compliance with program during the entire term of the Contract.	Inspection of files and/or notification from other sources i.e., County Dept.	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.53	Time Off for Voting	Contractor must comply with the requirements specified in Sub- paragraph 8.53.	Inspection and Observation	\$500 per occurrence
SOW: Section 3.0	Quality Control	Contractor must comply with specified requirements in Section 3.0.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.1	Quality Assurance Plan - Meetings	Contractor attendance is required in County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor is required to respond in writing within 2 days acknowledging receipt of a contract discrepancy.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor shall resolve problem with a time period mutually agreed upon and is done within (30) calendar days.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.1	Contractor – Contractor Project Manager	Contractor Project Manager must be accessible Monday – Friday, 7 am – 6 pm.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.4	Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.2, Paragraph 5.2.5	Contractor – Contractor Project Manager	Contractor Project Manager must provide to County a copy of employee timesheets by the next business day following the end of the pay period.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.6	Contractor – Contractor Project Manager	Contractor Project Manager must notify County of all assignments that are within 40 hours of reaching requested number of hours.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.7	Contractor – Contractor Project Manager	Contractor Project Manager must ensure no contractor employee works more than ninety (90) business days on an individual assignment.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.3	Contractor – Contractor Personnel	Contractor must comply with all requirements of Sub-section 5.3.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.4	Contractor – Contractor Employee Attendance	Contractor and Contractor's staff must comply with requirements specified in Sub-section 5.4.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.5	Contractor – Qualified Personnel	Contractor must comply with the requirements specified in Subsection 5.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.6	Contractor – Identification Badges	Contractor must comply with the requirements specified in Subsection 5.6.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 5.7	Contractor – Training	Contractor must comply with the requirements specified in Subsection 5.7.	Inspection and Observation	\$200 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.9	Contractor – Contractor's Office	Contractor must comply with the requirements specified in Subsection 5.9.	Inspection and Observation	\$200 per occurrence
SOW: Section 6.0	Hours/Days of Work	Contractor must comply with the requirements specified in Section 6.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 8.0	Education Requirements	Contractor employees must meet the education requirements in Section 8.0.	Inspection and Observation and Receipt of document	\$500 per occurrence
SOW: Section 9.0	Physical Class Requirements	Contractor employees must meet the physical class requirements in Section 9.0.	Inspection and Observation	\$200 per occurrence
SOW: Section 11.0, Sub- section 11.2	Temporary Personnel Request	Contractor must provide required documents for each candidate as specified in Sub- section 11.2.	Receipt of Documents	\$200 per occurrence
SOW: Section 12.0	Use of County Seal or Letterhead	Contractor must comply with Section12.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 13.0	Green Initiatives	Contractor must comply with Section13.0.	Inspection, Observation and Receipt of document	\$200 per occurrence

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

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 3.0, Sub-paragraph 3.1	Work	Contractor must perform and deliver all tasks, deliverables, services and other work on time.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 4.0, Sub-paragraph 4.3	Term of Contract	Contractor must notify Library when Contract is within nine (9) months from expiration.	Receipt of notification	\$200 per occurrence
Contract: Paragraph 5.0, Sub-paragraph 5.4	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.1	Administration of Contract – Contractor – Contractor Project Manager	Contractor shall notify County in writing of any changes in Exhibit E – Contractor's Administration.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.2	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager shall coordinate with County Contract Project Manager on a regular basis.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.3	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.1	Contractor's Employee Identification	Contractor must comply with the requirements specified in Sub- paragraph 7.3, section 7.3.1.	Inspection and Observation	\$200 per occurrence
Contract: Sub-paragraph 7.4	Contractor Employee Criminal Records	Contractor must comply with the requirements specified in Sub- paragraph 7.4.	Inspection and Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.1	Background and Security Investigations	Contractor employees must undergo and pass a background investigation to satisfaction of County before beginning work.	Inspection, Observation, Receipt of documents and Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.5, Section 7.5.2	Background and Security Investigations	Contractor cannot allow employees that do not pass background investigation to work on Contract without prior approval.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.4	Background and Security Investigations	Contractor must provide replacement for employees disqualified through a background and security investigation.	Observation, Receipt of documents	\$200 per occurrence
Contract: Sub-paragraph 7.6	Confidentiality	Contractor must comply with the requirements specified in Subparagraph 7.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.2	Assignment and Delegation	Contractor must comply with the requirements specified in Sub- paragraph 8.2.	Inspection, Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.5	Complaints	Contractor must comply with the requirements specified in Sub- paragraph 8.5.	Inspection and Observation and Receipt of document and/or Audit of Records	\$200 per occurrence
Contract: Sub-paragraph 8.6	Compliance with Applicable Law	Contractor must comply with the requirements specified in Sub-paragraph 8.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.7	Compliance with Civil Rights Laws	Contractor must comply with Sub-paragraph 8.7.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.8	Compliance with the County's Jury Service Program	Contractor must comply with the requirements specified Sub- paragraph 8.8.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Contractor must comply with the requirements specified in Subparagraph 8.14.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.16	Damage to County Facilities, Buildings, Grounds or Equipment	Contractor must comply with the requirements specified in Subparagraph 8.16.	Inspection and Observation	\$500 per occurrence
Contract: Sub-paragraph 8.23	Indemnification	Contractor must comply with Sub-paragraph 8.23.	Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub- paragraph 8.28.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence; possible termination for default of contract.

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.40	Subcontracting	Contractor must comply with the requirements specified in Sub- paragraph 8.40.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Contractor must maintain compliance with program during the entire term of the Contract.	Inspection of files and/or notification from other sources i.e., County Dept.	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.53	Time Off for Voting	Contractor must comply with the requirements specified in Sub- paragraph 8.53.	Inspection and Observation	\$500 per occurrence
SOW: Section 3.0	Quality Control	Contractor must comply with specified requirements in Section 3.0.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.1	Quality Assurance Plan - Meetings	Contractor attendance is required in County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor is required to respond in writing within 2 days acknowledging receipt of a contract discrepancy.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor shall resolve problem with a time period mutually agreed upon and is done within (30) calendar days.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.1	Contractor – Contractor Project Manager	Contractor Project Manager must be accessible Monday – Friday, 7 am – 6 pm.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.4	Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.2, Paragraph 5.2.5	Contractor – Contractor Project Manager	Contractor Project Manager must provide to County a copy of employee timesheets by the next business day following the end of the pay period.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.6	Contractor – Contractor Project Manager	Contractor Project Manager must notify County of all assignments that are within 40 hours of reaching requested number of hours.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.7	Contractor – Contractor Project Manager	Contractor Project Manager must ensure no contractor employee works more than ninety (90) business days on an individual assignment.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.3	Contractor – Contractor Personnel	Contractor must comply with all requirements of Sub-section 5.3.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.4	Contractor – Contractor Employee Attendance	Contractor and Contractor's staff must comply with requirements specified in Sub-section 5.4.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.5	Contractor – Qualified Personnel	Contractor must comply with the requirements specified in Subsection 5.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.6	Contractor – Identification Badges	Contractor must comply with the requirements specified in Subsection 5.6.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 5.7	Contractor – Training	Contractor must comply with the requirements specified in Subsection 5.7.	Inspection and Observation	\$200 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.9	Contractor – Contractor's Office	Contractor must comply with the requirements specified in Subsection 5.9.	Inspection and Observation	\$200 per occurrence
SOW: Section 6.0	Hours/Days of Work	Contractor must comply with the requirements specified in Section 6.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 8.0	Education Requirements	Contractor employees must meet the education requirements in Section 8.0.	Inspection and Observation and Receipt of document	\$500 per occurrence
SOW: Section 9.0	Physical Class Requirements	Contractor employees must meet the physical class requirements in Section 9.0.	Inspection and Observation	\$200 per occurrence
SOW: Section 11.0, Sub- section 11.2	Temporary Personnel Request	Contractor must provide required documents for each candidate as specified in Sub- section 11.2.	Receipt of Documents	\$200 per occurrence
SOW: Section 12.0	Use of County Seal or Letterhead	Contractor must comply with Section12.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 13.0	Green Initiatives	Contractor must comply with Section13.0.	Inspection, Observation and Receipt of document	\$200 per occurrence

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

EXHIBIT B

PRICING SCHEDULE

LIBRARY ASSOCIATES, INC. (dba LAC Group)

YEAR ONE (1):

Job Classification	Hourly Rate
Librarian	<u>\$39.79</u>
Library Assistant	<u>\$31.31</u>
YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	<u>\$40.98</u>
Library Assistant	<u>\$32.25</u>
YEAR THREE (3):	
Job Classification	Hourly Rate
Librarian	<u>\$42.21</u>
Library Assistant	<u>\$33.22</u>
YEAR FOUR (4):	
Job Classification	Hourly Rate
Librarian	<u>\$43.48</u>
Library Assistant	<u>\$34.22</u>
OPTION YEAR:	
Job Classification	Hourly Rate
Librarian	<u>\$44.78</u>
Library Assistant	<u>\$35.25</u>

REQUIRED FORMS - EXHIBIT 8 PROPOSER'S EEO CERTIFICATION

	LIBRAR	y Associates	NC			
Company Na	me				NA ATATAT NA KANANG MANANG	a a sa an
	10390	SANTA MONICA	BLVD	SUITE 230	Los Angeles	, CA 90025
Address				7		••••••••••••••••••••••••••••••••••••••
	95-4	208617				
Internal Reve	nue Service	Employer Identifica	tion Num	ber		

GENERAL

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

	CERTIFICATION	YES
ý.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	
Å	When problem processes identified in employment practices	

4. When problem areas are identified in employment practices. Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.

Signatu

Kneyss VP, Finance & Administration

Name and Title of Signer (please print)

4 2014

NO

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COUNTY'S ADMINISTRATION

Name:	Amylen Clarke		
Title:	Assistant Director, Administrative Service		
	7400 E. Imperial Highway, Room 201		
Auu 633.	Downey, CA 90242		
Telenhone	e: <u>(562) 940-8406</u>		(562) 803-3032
	dress: AClarke@library.lacounty.gov		(302) 003-3032
COUNTY	CONTRACT PROJECT MANAGER:		
Name:	Elsa Muñoz		
Title:	Head, Support Services		
Address:	7400 E. Imperial Highway, Room 221		
	Downey, CA 90242		
Telephone	e: <u>(562) 940-8450</u>	_ Facsimile:	<u>(562) 803-0330</u>
E-Mail Ad	dress: emunoz@library.lacounty.gov		
	CONTRACT PROJECT MONITOR:		
Name:	Gilbert A. Garcia		
Title:	Contract Services Coordinator		
Address:	7400 E. Imperial Highway, Room 206		
	Downey, CA 90242		
Telephone	e: <u>(562) 940-8485</u>	_ Facsimile:	<u>(562) 803-0016</u>

Contract Analyst

Leticia Isunza	(562) 940-6918	lisunza@library.lacounty.gov
Maria Vadai	(562) 940-8423	mvadai@library.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Library Associates, Inc., (dba LAC Group)

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name:	Brad Rogers
Title:	Director of Recruiting
Address:	10390 Santa Monica Blvd., Suite 230
	Los Angeles, CA 90025
Telephone:	<u>323-302-9434 (direct)</u>
Facsimile:	323-852-1093
E-Mail Address:	brogers@lac-group.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Deborah L. Schwarz		
Title:	President & CEO		
Address:	10390 Santa Monica Blvd., Suite 230		
	Los Angeles, CA 90025		
Telephone:	<u>323-302-9431 (direct)</u>		
Facsimile:	<u>323-852-1093</u>		
E-Mail Address:	dschwarz@lac-group.com		
Name:	Kristen E. Kneussl		
Title:	VP, Finance & Administration		
Address:	51 Monroe Street, Suite PE-04		
	Rockville, MD 20850		
Telephone:	<u>240-292-0509 (direct)</u>		
Facsimile:	301-231-5990		

E-Mail Address: k2@lac-group.com

Notices to Contractor shall be sent to the following:

Name:	Kristen E. Kneussl	
Title:	VP, Finance & Administration	
Address:	51 Monroe Street, Suite PE-04	
	Rockville, MD 20850	
Telephone:	<u>240-292-0509 (direct)</u>	
Facsimile:	301-231-5990	
E-Mail Address:	k2@lac-group.com	

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME:
Contract No.

Library Associates, Inc. (dba LAC Group)

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: (lone	date: <u>8,13,14</u>
PRINTED NAME:	KRISTEN E. KNEUSSL	
POSITION:	FINANCE & ADMINISTRATION	

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

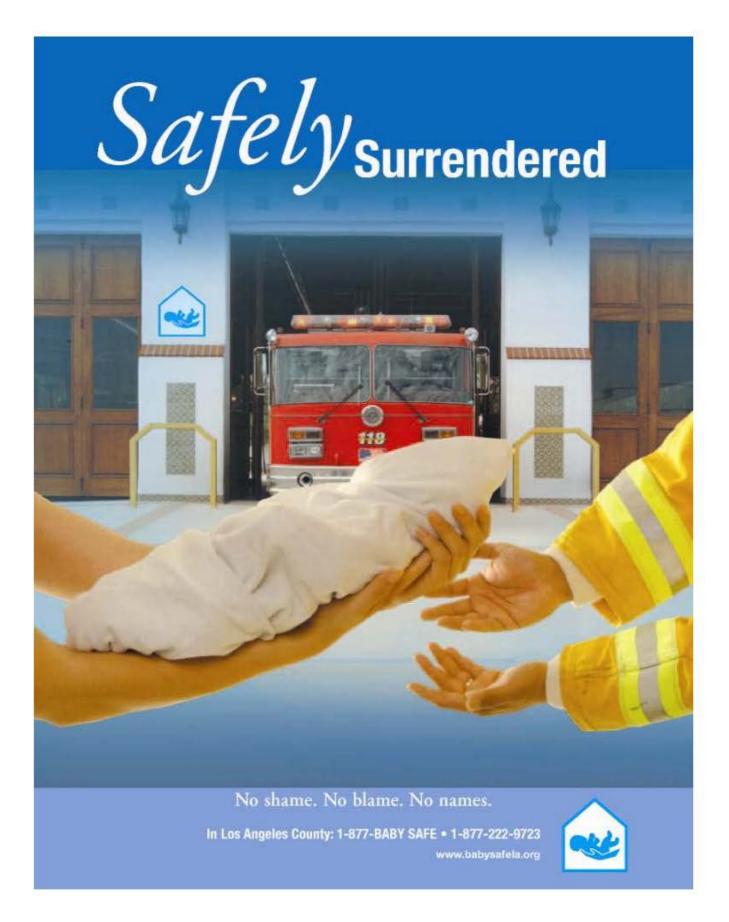
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW



www.babysafela.org

Safely Surrendered Baby Law

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

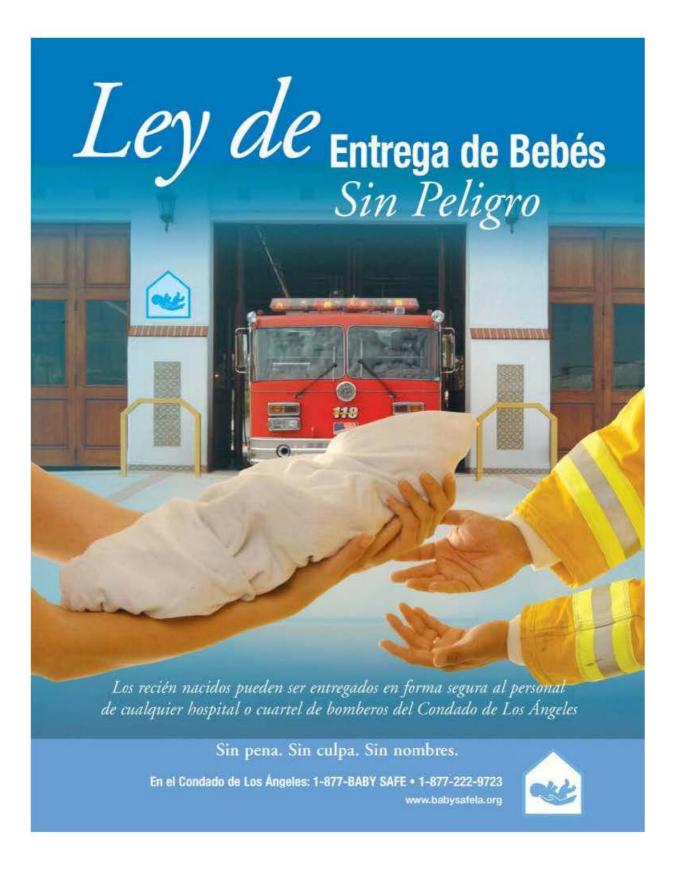
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

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

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

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

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

bomberos del condado de Los Angeles.

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

EXHIBIT I

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

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

2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor. D. "Department" shall mean the County department, entity, or organization responsible for the

solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services. G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which: A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

EXHIBIT I

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;

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

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

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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

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

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

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County

EXHIBIT I

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 3

Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

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

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

2.206.070 Enforcement and remedies.

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

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

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

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

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

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section

2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

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2.202.010 Findings and declarations.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 - Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the

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department head shall conduct a hearing where evidence on the proposed nonresponsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county

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contracting opportunities for the specified period is necessary to protect the county's interests.

- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

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- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

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evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HOWROYD-WRIGHT, INC. (dba APPLEONE EMPLOYMENT SERVICES)

FOR

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

CONTRACT PROVISIONS TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

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- J DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND HOWROYD-WRIGHT, INC., (dba APPLEONE EMPLOYMENT SERVICES) FOR TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

This Contract and Exhibits made and entered into this <u>25th</u> day of <u>November</u>, 20<u>14</u> by and between the County of Los Angeles, hereinafter referred to as County and **Howroyd-Wright, Inc., (dba AppleOne Employment Services)**, hereinafter referred to as Contractor. Howroyd-Wright, Inc., (dba AppleOne Employment Services) is located at 3900 Kilroy Airport Way, Suite 180, Long Beach, CA 90806.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Librarian and Library Assistant Personnel Services when certain requirements are met; and

WHEREAS, the County desires to utilize two contractors to provide the Temporary Librarian and Library Assistant Personnel Services and, in turn, intends to execute two identical contracts for these services; and

WHEREAS, the Contractor is a private firm that is capable of providing Temporary Librarian and Library Assistant Personnel Services; and

WHEREAS, this Contract is therefore authorized under California Government Code, Section 31000.4 to contract for temporary help to assist during any peak load, temporary absence, or emergency other than a labor dispute;

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

EXHIBIT A - Statement of Work EXHIBIT B - Pricing Schedule – Hourly Bill Rates EXHIBIT C - Contractor's EEO Certification EXHIBIT D - County's Administration
EXHIBIT E - Contractor's Administration
EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT G - Contractor Employee Jury Service
EXHIBIT H - Safely Surrendered Baby Law
EXHIBIT I - Defaulted Property Tax Reduction Program Certification
EXHIBIT J - Determinations of Contractor Non-Responsibility and Contractor
Debarment

2.0 **DEFINITIONS**

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

- 2.1 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles
- 2.5 **County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.6 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract. He/she is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract.
- 2.8 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.11 Librarian: An individual who performs professional library work.
- 2.12 **Library Assistant:** An individual who performs routine paraprofessional library tasks to assist librarians.
- 2.13 Library Facility(ies): Public Library location(s).
- 2.14 **Public Library:** County of Los Angeles Public Library

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of **four (4)** years commencing after execution by County's Board of Supervisors (Board) or December 1, 2014, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one-year option period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.

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

4.3 The Contractor shall notify the Public Library when this Contract is within nine (9) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Public Library at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Temporary Librarian and Library Assistant Personnel Services specified herein in accordance with Exhibit B, Pricing Schedule –

Hourly Bill Rates, and shall not exceed a combined amount of **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)** each year of this Contract for each contract awarded. The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Sub-Section 8.1 – Amendments.

- 5.2 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Public Library's adopted budget and needs. Use of the awarded contracts will be alternated between the two contractors. Further, use of temporary workers are limited a period not to exceed ninety (90) work days for a maximum of seven hundred and twenty (720) hours.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever, incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Public Library at the address herein provided in Exhibit D - County's Administration.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges

owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule - Hourly Bill Rates, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule Hourly Bill Rates. Rates shall remain fixed and firm for the term of the Contract to include the option year and month-to-month extensions.
- 5.6.3 The Contractor's invoices shall contain the following information: contract number, employee's name, job classification, assignment location, hours and dates worked for which payment is claimed.
- 5.6.4 The Contractor shall submit invoices to the County by the 15th calendar day following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit D - County's Administration.

5.6.6 County Approval of Invoices

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

- 5.6.7 The County may deduct from payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.
- 5.6.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of undisputed invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

5.6.9 Local Small Business Enterprises (SBE) – Prompt Payment Program

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County Contract Project Director

Responsibilities of the County Contract Project Director include:

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

6.2 County Contract Project Manager

Responsibilities of the County Contract Project Manager include:

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

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

6.3 County Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 The Contractor Project Manager is designated in Exhibit E -Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have three (3) years of demonstrated experience in the temporary personnel services industry to include but not limited to; providing qualified and experienced staff, overseeing of day-to-day operations, quality assurance and customer relations.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

The Public Library shall issue identification (ID) badges to Contractor employees assigned to work at Library locations. The Contractor's employees are required to have a County ID badge on their person and visible at all times while on duty and inside of a Public Library facility. No other ID badge is acceptable. Lost or damaged ID badges will be replaced at a replacement fee in accordance with the Public Library's Identification Card Policy. The Contractor is responsible to repay to the County the cost incurred for lost or damaged ID badges and stolen ID badges not reported to law enforcement.

- 7.3.1 The Contractor is responsible to ensure that staff obtains a Public Library ID badge by the date they are to begin a work assignment in a County facility. Contractor staff may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.
- 7.3.2 The Contractor is responsible to ensure that staff report lost/stolen ID badges to a law enforcement agency within twenty-four (24) hours of discovery of loss/theft and provide to the County a copy of the police report or receipt for the police report.
- 7.3.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. The Contractor shall retrieve and return the employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.4 If the County requests the removal of Contractor's staff, the Contractor shall retrieve and return the employee's ID badge to the County on the next business day after the employee has been removed from working on the Contract.
- 7.3.5 Failure to return ID badges in accordance with this Sub-section will result in damages being assessed.

7.4 Contractor Employee Criminal Records

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations

under this Sub-section 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.3 The County Librarian or his/her designee or the Board, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian or his/her designee or the Board.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the

prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

- 8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising

from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole Any legal defense pursuant to the Contractor's judgment. indemnification obligations under this Sub-section 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 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. "Fulltime" 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 12month period are not considered full-time for purposes of the If the Contractor uses any Jury Service Program. Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: <u>GAINGROW@dpss.lacounty.gov</u> to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five 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.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing

on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS OR EQUIPMENT

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor

and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 **Cancellation of or Changes in Insurance**

Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage

or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

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

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 Sexual Misconduct Liability

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

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the PRS Chart, as defined in Exhibit A - Statement of Work – Attachment IV, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

- Any documents submitted by the Contractor; all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 -Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided

that the requirements of this Sub-section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the

Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit D County's Administration before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- Except with respect to defaults of any Subcontractor, the 8.43.3 Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, guarantine restrictions, floods. epidemics. strikes. freiaht embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them,

the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with County Code Chapter 2.206, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

CONTRACTOR: HOWROYD-WRIGHT, INC., . Indianty certiny liver pursuant ic Nection 25103 of the Government Course (dba AppleOne Employment Services) alivery of this document has been made SACHIA. HAMAI Executive Officer By Clark of the Board of Supervisors **RICHARD WILKE REGIONAL VICE PRESIDENT** B Deputy COUNTY OF LOS ANGELES By Chairman, Board of Supervisors ATTEST: IFOR SACHI HAMAI **Executive Officer-Clerk** of the Board of Supervisors BOARD OF SUPERVISORS L 5 NOV 2 5 2014 B١ Deputy APPROVED AS TO FORM: **EXECUTIVE OFFICER** MARK SALADINO **County Counsel** By Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

STATEMENT OF WORK TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES

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EXHIBIT A STATEMENT OF WORK

1.0 SCOPE OF WORK

This Contract will cover all Public Library facilities. Current Public Library facilities are listed in Attachment I – Library Facilities and Service Hours. Changes to this list will be made at the discretion of the County. The Contractor will provide to the Public Library experienced Temporary Librarians and Library Assistants on an asneeded basis, to fill temporary assignments for traditional and alternative work schedules. The duties and responsibilities of the temporary Librarian and Library Assistant are provided in Section 10.0 – Job Descriptions of this Statement of Work (SOW).

Temporary personnel may be utilized to fill any single peak load, emergency or temporary absence and shall not in any event, exceed ninety (90) business days or seven hundred and twenty (720) hours.

2.0 **DEFINITIONS**

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

3.0 QUALITY CONTROL

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

- 3.1 Method and frequency of monitoring to ensure that Contract requirements are being met.
- 3.2 Title/level and qualifications of personnel performing monitoring functions.
- 3.3 A record of all monitoring activities conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.4 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

- 3.5 All complaints shall be addressed as soon as possible by the Contractor. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County will be assessed from payment due to the Contractor from the County.
- 3.6 The Contractor shall maintain and keep all background investigation records performed on Librarians and Library Assistants providing services under this Contract.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Meetings

The Contractor is required to attend a minimum of one (1) scheduled meeting per month and any other meeting as needed. Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Contractor employees attending meetings must be at the level of the Contractor Project Manager or higher.

4.2 Annual Evaluation

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

4.3 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor but, in no case more than thirty (30) calendar days. Failure to resolve the problem within the time specified will result in issuing a formal Contract Discrepancy Report, Attachment III, with an assessment, retroactive to the initial report of the discrepancy.

Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County Contract Project Monitor within two (2) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.4 County Observations

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

5.0 **RESPONSIBILITIES**

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

<u>COUNTY</u>

5.1 Equipment

The County shall provide whatever equipment, deemed necessary by the County, for temporary personnel to perform the duties described herein.

5.1.1 Equipment provided may include but is not limited to, computers, computer peripherals, copiers, scanners, and telephones.

CONTRACTOR

5.2 Contractor Project Manager

- 5.2.1 The Contractor shall provide a full-time Contractor Project Manager or designated alternate. The County must have access to the Contract Project Manager five (5) days a week, Monday Friday, 7:00 a.m. 6 p.m., Pacific Standard Time (PST). The Contractor shall provide a telephone number where the Contractor Project Manager can be reached during hours outside of office business hours.
- 5.2.2 The Contractor Project Manager or designated alternate shall act as a central point of contact with the County and have full authority to act for the Contractor on all matters relating to the daily operations of the Contract.
- 5.2.3 The Contractor Project Manager and alternate must be able to effectively communicate in English, both orally and in writing.
- 5.2.4 The Contractor Project Manager must have three (3) years of demonstrated experience in the temporary personnel services industry to include but not limited to; providing qualified and

experienced staff, overseeing of day-to-day operations, quality assurance and customer relations.

- 5.2.5 The Contractor Project Manager or designated alternate must provide to the County Contract Program Monitor, a copy of employee timesheets by the business day following the end of the pay period.
- 5.2.6 The Contractor Project Manager shall ensure no contractor employee works more than seven hundred and twenty (720) hours on an individual assignment and must provide notice to the County Contract Project Monitor when the employee is within 40 hours of reaching this maximum.
- 5.2.7 The Contractor Project Manager shall ensure no contractor employee works more than ninety (90) business days on an individual assignment and must provide notice to the County Contract Project Monitor when the employee has worked seventyfive (75) business days.

5.3 Contractor Personnel

- 5.3.1 The Contractor shall ensure a sufficient number of qualified personnel are readily available to meet the Public Library's temporary help needs.
- 5.3.2 The Contractor shall recruit; pre-screen, to include background check and select only qualified personnel to work at Public Library facilities.
- 5.3.3 No Contractor employee, while working under this Contract, shall also at the same time be employed by the County.
- 5.3.4 The Contractor's employees shall meet the education requirements as set forth in Section 8.0, Education Requirements of this SOW.
- 5.3.5 The Contractor's employees shall meet the physical class requirements as set forth in Section 9.0, Physical Class Requirements of this SOW.
- 5.3.6 Contractor employees performing services under this Contract must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract as set forth in Sub-section 7.5 Background and Security Investigation, of the Contract.

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

- 5.3.7 All Contractor employees providing service under this Contract are required to wear clothing and shoes suitable to their job classification and must maintain a neat and professional appearance in the performance of their duties.
- 5.3.8 All Contractor employees must be courteous and have the ability to handle irrational and difficult customers in a professional manner.
- 5.3.9 At no time are the Contractor's employees allowed to use County equipment for their personal use.
- 5.3.10 Contractor employees assigned by the Contractor to perform services under this Contract shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge its employee without influence from the County. However, the County, at its sole discretion, may remove any Contractor employee from working on the Contract.

5.4 Contractor Employee Attendance

Contractor employees providing services under this Contract must be dependable and observe assigned working hours. Failure to observe working hours includes tardiness in arriving at or returning to an assigned work station and leaving the work station without authorization.

The County may remove or request a replacement of Contractor employees who fail to comply with attendance requirements. Such removal does not relieve the Contractor of its obligation to perform under this Contract.

- 5.4.1 <u>Observance of Work Hours</u> Contractor employees are to observe working hours.
- 5.4.2 Unscheduled Absences

Contractor employees who will be late or absent must notify their employer (Contractor) within an hour before their scheduled starting time. The Contractor upon receipt of this notification must immediately inform the County's Contract Project Monitor. The Contractor must provide a replacement employee upon request.

5.4.3 Scheduled Absences

Contractor employees shall make a request to their employee (Contractor) to be absent from work as soon they become aware of the need. The Contractor upon receipt of this request must send written notification to the County's Contract Project Monitor. The County's Contract Project Monitor will notify the Contractor if a replacement is needed.

5.5 Qualified Personnel

- 5.5.1 In the event a Contractor employee is unable to perform the prescribed services under this Contract and/or it is discovered subsequent to hire, that an employee working on the Contract does not meet the education or physical requirements, the Contractor shall immediately remove that employee from working on the Contract.
- 5.5.2 The County may at any time remove or replace a Contractor employee whose conduct is, in the reasonable belief of the County, detrimental to the interest of the public or other employees.
- 5.5.3 At the County's sole discretion, the Contractor shall have twentyfour (24) hours to replace an unqualified employee. Thereafter, the County reserves the right to procure services from alternative sources.

5.6 Identification Badges

The Public Library shall issue County identification (ID) badges to Contractor employees assigned to work at Public Library facility.

- 5.6.1 The Contractor's employees are required to have a County ID badge on their person and visible at all times while on duty and inside of a Public Library facility. No other ID badge is acceptable.
- 5.6.2 The Contractor is responsible to ensure that employees have obtained a County ID badge by the date they are to begin a work assignment at a Public Library facility. Contractor employees may be asked to leave a Public Library facility by a County representative if they do not have the proper County ID badge on their person.
- 5.6.3 The Contractor is responsible to ensure that employees report stolen County ID badges to a law enforcement agency within twenty-four (24) hours of discovery of theft and provide to the County a copy of the police report or receipt for police report.
- 5.6.4 Lost or damaged County ID badges will be replaced at a replacement fee in accordance with the Public Library's Identification Card Policy. The Contractor is responsible to repay to the County the cost incurred for lost or damaged County ID badges and stolen County ID badges not reported to law enforcement.

- 5.6.5 The Contractor shall notify the County within one (1) business day when an employee is terminated from working under this Contract. The Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 5.6.6 If the County requests the removal of a Contractor's employee, the Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on the Contract.
- 5.6.7 Failure to return County ID badges in accordance with this Subsection will result in damages being assessed.

5.7 Training

- 5.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.7.2 All company training records must include a course outline of subjects trained in and a signature from the employee acknowledging training and understanding. Training records must be available for inspection at the request of the County. The County may evaluate course outline and materials to ensure appropriateness for positions covered under this Contract.
- 5.7.3 The Contractor is responsible for ensuring that each Contractor employee is familiar with the services to be provided under the Contract.

5.8 Salaries

The Contractor is solely responsible for providing to its employees all legally required employee benefits and wages. The County shall not be called upon to assume any liability for the direct payment of salaries, wages, benefits or any other compensation to any Contractor employee. The County is responsible only to pay the Contractor for services provided in accordance with Exhibit B, Pricing Schedule – Hourly Bill Rates, of the Contract.

5.9 Contractor's Office

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

5.9.1 Business Hours

The Contractor's office shall be staffed during the hours of 7:00 a.m. to 5 p.m. PST, Monday – Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. If an answering

service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of call.

5.9.2 <u>After-Hours</u>

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If a voicemail is utilized, the Contractor Project Manager must respond within thirty (30) minutes of receipt of call.

6.0 HOURS/DAYS OF WORK

Contract employees will be assigned to work varying full-time and part-time shifts, to include traditional and alternative work schedules, depending on the work location and the individual needs of the Public Library facility requesting the service, between the hours of 7:00 a.m. to 10 p.m. PST, Monday – Sunday, not to exceed 40 hours per week. **No overtime will be accumulated or paid.**

An alternative work schedule is defined as any regularly scheduled workweek requiring an employee to work more than eight (8) hours in a twenty-four (24) hour period.

7.0 LIBRARY CLOSURES

7.1 The Contractor is not required to provide services on the following holidays:

-New Year's Day	-Labor Day
-Dr. Martin Luther King Jr. Day	-Columbus Day
-Presidents' Day	-Veteran's Day
-Memorial Day	-Thanksgiving Day and following Friday
-Independence Day	-Christmas Day

7.2 The Contractor will be notified of any other Public Library closures as necessary.

8.0 EDUCATION REQUIREMENTS

8.1 Librarian

A Master of Library Science degree from an accredited college or university -OR- completion of thirty-six (36) graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

8.2 Library Assistant

Completion of two (2) years in an accredited college or university, including six (6) units of technical library course work. One year of clerical or technical experience in an organized library may be accepted for each year of college.

9.0 PHYSICAL CLASS REQUIREMENTS

Physical Class is a designation of the physical effort required in the performance of the work assigned to the position. The County's class applicable to Librarian and Library Assistant is as follows:

3-Moderate: Requires standing or walking most of the time, with bending, stooping, squatting, twisting, reaching, working on irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of objects weighing 10-25 pounds.

10.0 JOB DESCRIPTIONS

The below listed duties and responsibilities are provided only as general functions of the Librarian and Library Assistant. The Contractor acknowledges that duties and responsibilities of its employees are not limited to those listed below and that the duties and/or responsibilities may be modified over the contract term to maintain alignment with the Class Specifications of the County.

10.1 Librarian

The Librarian works under the administrative and technical supervision of a higher-level librarian and is responsible for performing standard and professional librarian work in any of the following areas: 1) adult services, children's services, teen services, government services, periodicals, internet or technical services; 2) classifying and cataloging all library materials; 3) providing department-wide program support for areas such as adult services and youth services. Positions at this level perform professional library duties of increasing difficulty and have an understanding of established policies, methods, procedures, and standards to resolve problems. Librarians must exercise knowledge of the basic principles of librarianship and be able to provide individual and group instruction. Librarians must also possess expertise to use current technology to perform librarian duties, and have an understanding of the public and technical aspects of professional library services.

- 10.1.1 Example of Librarian Duties
 - 1. Promotes library services in a community by answering the more difficult reference questions; maintaining local library collections; presenting book-talks, developing, coordinating and conducting library programs, and performing community outreach.
 - 2. Coordinates reading programs for young people, conducts school and class visits, prepares bibliographies and special exhibits; and maintains government publications, audio-visual, or other special collection.

- 3. Classifies and catalogues books, documents, serials and other library materials; evaluates periodicals for the department, and implements procedures for technical services functions such as authority control and updating bibliographic records.
- 4. Maintains library records and prepares reports, as assigned.
- 5. Serves on committees to develop programs, policies, procedures, and training.
- 6. Provides department-wide program support such as reference services, youth services, internet services, and assists with other specialized assignments.
- 7. Conducts individual and may conduct group instruction in the proper use of library technology and resources.

10.2 Library Assistant

The Library Assistant is responsible for performing general and varied paraprofessional library tasks, in functional areas such as circulation, acquisition, cataloging, special programs, and the physical upkeep of library and inventory materials within the Public Library. Library Assistants must exercise a practical knowledge of library functions and services and have the ability to apply specific library rules, procedures, and practices pertaining to their particular area of assignment.

- 10.2.1 Example of Library Assistant Duties
 - 1. Assists customers by 1) locating books; 2) finding reference materials utilizing online reference services; 3) giving library program presentations; 4) providing information regarding specialized programs; and 5) answering simple reference questions while referring the more difficult questions to higher level staff.
 - 2. Assists professional staff in technical services or specialized service programs such as acquisitions, business research, literacy, cataloging of library materials, and conducting online searches, ordering, and online maintenance of the computerized library catalog.
 - 3. Assists in maintaining library records regarding inter-library loan requests, circulation, registration, book stock, literacy programs, business research and the collection of fines.
 - 4. Assists professional staff in library materials evaluation activities such as searching review media, online data bases, Internet resources, and bibliographic tools.
 - 5. Assists in collection maintenance by searching for information concerning additions, replacements, and withdrawals.

- 6. Issues, receives, and tracks library materials and supplies including requesting books and reference materials from regional and department headquarters.
- 7. Coordinates literacy services in an assigned region.
- 8. Registers borrowers and enforces library rules.
- 9. Maintains statistical records and prepares reports as assigned.

11.0 TEMPORARY PERSONNEL REQUEST

- **11.1** The County will notify the Contractor when a temporary employee is needed.
- **11.2** The Contractor must respond to the County within twenty-four (24) hours providing the following for each potential candidate:
 - 1. a resume; and
 - 2. a degree or proof of meeting education requirement; and
 - 3. a completed Job Applicant Information Sheet Attachment II of this SOW.
- **11.3** The County, upon receiving the required information, may proceed with the assignment process to include but not limited to interviewing and fingerprinting of a potential candidate.
- **11.4** The County reserves the right to cancel the request for the Contractor's failure to respond within the specified time or the Contractor's failure to provide the required documents; and may, at any time, for any reason, cancel or end an assignment.

12.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor nor its employees shall not use or display the County or the Public Library official seal, letterhead or name of the County of Los Angeles or the County of Los Angeles Public Library in any communication without written approval.

13.0 GREEN INITIATIVES

- **13.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **13.2** The Contractor shall provide the County with the Contractor's new established or planned green practices prior to the contract's commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of requirements that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to SOW Attachment IV – Performance Requirement Summary. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any requirement seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent requirement will be null and void and place no requirement on the contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

This section does not preclude the County's right to terminate the contract upon, ten (10) business days written notice with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.

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TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
A C Bilbrew Library	150 E. El Segundo Boulevard	Los Angeles	90061
Acton Agua Dulce Library	33792 Crown Valley Road	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Alondra Library	11949 Alondra Boulevard	Norwalk	90650
Angelo M. lacoboni Library	4990 Clark Avenue	Lakewood	90712
Anthony Quinn Library	3965 Cesar E. Chavez Avenue	Los Angeles	90063
Artesia Library	18722 Clarkdale Avenue	Artesia	90701
Avalon Library	215 Sumner Avenue	Avalon	90704
Baldwin Park Library	4181 Baldwin Park Boulevard	Baldwin Park	91706
Bell Gardens Library	7110 S. Garfield Avenue	Bell Gardens	90201
Bell Library	4411 E. Gage Avenue	Bell	90201
Carson Library	151 E. Carson Street	Carson	90745
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Charter Oak Library	20540 K Arrow Highway	Covina	91724
Chet Holifield Library	1060 S. Greenwood Avenue	Montebello	90640
City Terrace Library	4025 E. City Terrace Drive	Los Angeles	90063
Claremont Library	208 N. Harvard Avenue	Claremont	91711
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 W. Compton Boulevard	Compton	90220
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Culver City Julian Dixon Library	4975 Overland Avenue	Culver City	90230
Diamond Bar Library	21800 Copley Drive	Diamond Bar	91765
Dr. Martin Luther King Jr. Library	17906 S. Avalon Boulevard	Carson	90746
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Los Angeles Library	4837 E. 3rd Street	Los Angeles	90022
East Rancho Dominguez Library	4420 E. Rose Street	E. Rancho Dominguez	90221
El Camino Real Library	4264 E. Whittier Boulevard	Los Angeles	90023
El Monte Library	3224 Tyler Avenue	El Monte	91731
Florence Library	1610 E. Florence Avenue	Los Angeles	90001
Gardena Mayme Dear Library	1731 W. Gardena Boulevard	Gardena	90247
George Nye Jr. Library	6600 Del Amo Boulevard	Lakewood	90713
Graham Library	1900 E. Firestone Boulevard	Los Angeles	90001
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hawthorne Library	12700 Grevillea Avenue	Hawthorne	90250
Hermosa Beach Library	550 Pier Avenue	Hermosa Beach	90254
Hollydale Library	12000 S. Garfield Avenue	South Gate	90280
Huntington Park Library	6518 Miles Avenue	Huntington Park	90255
La Canada Flintridge Library	4545 N. Oakwood Avenue	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Boulevard	La Crescenta	91214
La Mirada Library	13800 La Mirada Boulevard	La Crescenta	91214
La Mirada Library	15920 E. Central Avenue	La Mirada	90636
La Puente Library	3640 D Street	La Verne	91744 91750

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
Lake Los Angeles Library	16921 E. Avenue O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Boulevard	Lancaster	93534
Lawndale Library	14615 Burin Avenue	Lawndale	90260
Leland R. Weaver Library	4035 Tweedy Boulevard	South Gate	90280
Lennox Library	4359 Lennox Boulevard	Lennox	90304
Littlerock Library	35119 80th St. East	Littlerock	93543
Live Oak Library	4153 E. Live Oak Avenue	Arcadia	91006
Lloyd Taber-Marina del Rey Library	4533 Admiralty Way	Marina del Rey	90292
Lomita Library	24200 Narbonne Avenue	Lomita	90717
Los Nietos Library	11644 E. Slauson Avenue	Whittier	90606
Lynwood Library	11320 Bullis Road	Lynwood	90262
Malibu Library	23519 W. Civic Center Way	Malibu	90265
Manhattan Beach Library	1320 Highland Avenue	Manhattan Beach	90266
Masao W. Satow Library	14433 Crenshaw Boulevard	Gardena	90249
Maywood Cesar Chavez Library	4323 E. Slauson Avenue	Maywood	90270
Montebello Library	1550 W. Beverly Boulevard	Montebello	90640
Norwalk Library	12350 Imperial Highway	Norwalk	90650
Norwood Library	4550 N. Peck Road	El Monte	91732
Paramount Library	16254 Colorado Avenue	Paramount	90723
Pico Rivera Library	9001 Mines Avenue	Pico Rivera	90660
Quartz Hill Library	42018 N. 50th St. West	Quartz Hill	93536
Rivera Library	7828 S. Serapis Avenue	Pico Rivera	90660
Rosemead Library	8800 Valley Boulevard	Rosemead	91770
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 N. Walnut Avenue	San Dimas	91773
San Fernando Library	217 N. Maclay Avenue	San Fernando	91340
San Gabriel Library	500 S. Del Mar Avenue	San Gabriel	91776
Sorensen Library	6934 Broadway Avenue	Whittier	90606
South El Monte Library	1430 N. Central Avenue	South El Monte	91733
South Whittier Library	14433 Leffingwell Road	Whittier	90604
Stevenson Ranch Express Library	26233 W. Faulkner Drive	Stevenson Ranch	91381
Sunkist Library	840 N. Puente Avenue	La Puente	91745
Temple City Library	5939 Golden West Avenue	Temple City	91780
Topanga Library	122 N. Topanga Canyon Boulevard	Topanga	90290
View Park Library	3854 W. 54th Street	Los Angeles	90043
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 W. Covina Parkway	West Covina	91790
West Hollywood Library	625 N. San Vicente Boulevard	West Hollywood	90069
Westlake Village Library	31220 Oak Crest Drive	West Honywood Westlake Village	91361
Willowbrook Library	11838 Wilmington Avenue	Los Angeles	90059
Wiseburn Library	5335 W. 135th Street	Hawthorne	90059
Woodcrest Library	1340 W. 106th Street	Los Angeles	90230
Antelope Valley Bookmobile	601 W. Lancaster Boulevard	Lancaster	93534

TEMPORARY LIBRARIAN AND LIBRARY ASSISTANT PERSONNEL SERVICES LIBRARY FACILITIES AND SERVICE HOURS

LIBRARY FACILITY	ADDRESS	CITY	ZIP CODE
Santa Clarita Valley Bookmobile	33792 Crown Valley Road	Acton	93510
Urban Outreach Bookmobile	1601 West Covina Parkway	West Covina	91790
Library Headquarters	7400 E. Imperial Highway	Downey	90242
North Regional Office	21182 Centre Pointe Pkwy #130	Santa Clarita	91350
West Regional Office	150 E. 216 th Street	Carson	90745
South Regional Office	12348 Imperial Highway	Norwalk	90650
Central Regional Office	1550 West Beverly Boulevard	Montebello	90640
East Regional Office	1601 West Covina Parkway	West Covina	91790
Books by Mail	601 W. Lancaster Boulevard	Lancaster	93534
Juvenile Hall	1605 Eastlake Avenue	Los Angeles	90033

CONFIDENTIAL

		SANGELES PUBLIC LIBR NT INFORMATION SHEE	
Dat	te		· · · · · · · · · · · · · · · · · · ·
Naı	me	Last 4 digits of Soc. Sec.	
Ho	me AddressStreet	City	Zip Code
	me Phone ()	-	e <u>()</u>
	nail address		
Pos	sition Applied For:		Location
lf y	Los Angeles Public Library. It will be used you have provided a resume, only complete your resume. List any former names which you have u Are you a citizen of the United States of	those questions that request info	ormation that is not contained
∠.	If No, can you show proof of governmer		$\Box Yes \Box No$
3.	If you are fluent in any language in addi	-	Speak Read Write (Please check if fluent)
4.	Do you possess any other special skills skills? If so, please describe and include		
5.	Do you have any relatives currently emp	bloyed with our organization? If	f so, please complete:
	Name	Relationship	Work Location

6. Education (Check one):

High School Diploma

G.E.D. Certificate

ATTACHMENT II

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

List your work and volunteer experience for the last 10 years. If employed by the County of Los 7. Angeles Public Library, include the position held and library/section. (Continue on reverse side or attach resume.)

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving	
[] Check if experience is continued on a separate sheet.					

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature

Date

U:\HRDDOCS\HRD OPS\Forms\JobAppSht(Revised August 2014)





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

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: February 3, 2009

TO: (Contractor) John Doe ABC Temporary Personnel Agency

	ane Smith Contract Servio	ces Unit	Phone No.: Fax No.:	(562) 940 – 0000 (562) 803 – 0016
CONTRACT NO.	12345	CONTRACT TITLE:		' LIBRARIAN AND SISTANT PERSONNEL
TYPE OF DISCREPA	ANCY:			
DISCREPANCY D	ETAILS:			

CONTRACTOR RESPONSE INSTRUCTIONS:

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

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

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

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 3.0, Sub-paragraph 3.1	Work	Contractor must perform and deliver all tasks, deliverables, services and other work on time.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 4.0, Sub-paragraph 4.3	Term of Contract	Contractor must notify Library when Contract is within nine (9) months from expiration.	Receipt of notification	\$200 per occurrence
Contract: Paragraph 5.0, Sub-paragraph 5.4	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.1	Administration of Contract – Contractor – Contractor Project Manager	Contractor shall notify County in writing of any changes in Exhibit E – Contractor's Administration.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.2	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager shall coordinate with County Contract Project Manager on a regular basis.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.3	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.1	Contractor's Employee Identification	Contractor must comply with the requirements specified in Sub- paragraph 7.3, section 7.3.1.	Inspection and Observation	\$200 per occurrence
Contract: Sub-paragraph 7.4	Contractor Employee Criminal Records	Contractor must comply with the requirements specified in Sub- paragraph 7.4.	Inspection and Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.1	Background and Security Investigations	Contractor employees must undergo and pass a background investigation to satisfaction of County before beginning work.	Inspection, Observation, Receipt of documents and Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.5, Section 7.5.2	Background and Security Investigations	Contractor cannot allow employees that do not pass background investigation to work on Contract without prior approval.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.4	Background and Security Investigations	Contractor must provide replacement for employees disqualified through a background and security investigation.	Observation, Receipt of documents	\$200 per occurrence
Contract: Sub-paragraph 7.6	Confidentiality	Contractor must comply with the requirements specified in Subparagraph 7.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.2	Assignment and Delegation	Contractor must comply with the requirements specified in Sub- paragraph 8.2.	Inspection, Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.5	Complaints	Contractor must comply with the requirements specified in Sub- paragraph 8.5.	Inspection and Observation and Receipt of document and/or Audit of Records	\$200 per occurrence
Contract: Sub-paragraph 8.6	Compliance with Applicable Law	Contractor must comply with the requirements specified in Sub- paragraph 8.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.7	Compliance with Civil Rights Laws	Contractor must comply with Sub-paragraph 8.7.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.8	Compliance with the County's Jury Service Program	Contractor must comply with the requirements specified Sub- paragraph 8.8.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Contractor must comply with the requirements specified in Subparagraph 8.14.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.16	Damage to County Facilities, Buildings, Grounds or Equipment	Contractor must comply with the requirements specified in Subparagraph 8.16.	Inspection and Observation	\$500 per occurrence
Contract: Sub-paragraph 8.23	Indemnification	Contractor must comply with Sub-paragraph 8.23.	Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub- paragraph 8.28.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence; possible termination for default of contract.

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.40	Subcontracting	Contractor must comply with the requirements specified in Sub- paragraph 8.40.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Contractor must maintain compliance with program during the entire term of the Contract.	Inspection of files and/or notification from other sources i.e., County Dept.	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.53	Time Off for Voting	Contractor must comply with the requirements specified in Sub- paragraph 8.53.	Inspection and Observation	\$500 per occurrence
SOW: Section 3.0	Quality Control	Contractor must comply with specified requirements in Section 3.0.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.1	Quality Assurance Plan - Meetings	Contractor attendance is required in County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor is required to respond in writing within 2 days acknowledging receipt of a contract discrepancy.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor shall resolve problem with a time period mutually agreed upon and is done within (30) calendar days.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.1	Contractor – Contractor Project Manager	Contractor Project Manager must be accessible Monday – Friday, 7 am – 6 pm.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.4	Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.2, Paragraph 5.2.5	Contractor – Contractor Project Manager	Contractor Project Manager must provide to County a copy of employee timesheets by the next business day following the end of the pay period.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.6	Contractor – Contractor Project Manager	Contractor Project Manager must notify County of all assignments that are within 40 hours of reaching requested number of hours.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.7	Contractor – Contractor Project Manager	Contractor Project Manager must ensure no contractor employee works more than ninety (90) business days on an individual assignment.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.3	Contractor – Contractor Personnel	Contractor must comply with all requirements of Sub-section 5.3.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.4	Contractor – Contractor Employee Attendance	Contractor and Contractor's staff must comply with requirements specified in Sub-section 5.4.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.5	Contractor – Qualified Personnel	Contractor must comply with the requirements specified in Subsection 5.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.6	Contractor – Identification Badges	Contractor must comply with the requirements specified in Subsection 5.6.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 5.7	Contractor – Training	Contractor must comply with the requirements specified in Subsection 5.7.	Inspection and Observation	\$200 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.9	Contractor – Contractor's Office	Contractor must comply with the requirements specified in Subsection 5.9.	Inspection and Observation	\$200 per occurrence
SOW: Section 6.0	Hours/Days of Work	Contractor must comply with the requirements specified in Section 6.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 8.0	Education Requirements	Contractor employees must meet the education requirements in Section 8.0.	Inspection and Observation and Receipt of document	\$500 per occurrence
SOW: Section 9.0	Physical Class Requirements	Contractor employees must meet the physical class requirements in Section 9.0.	Inspection and Observation	\$200 per occurrence
SOW: Section 11.0, Sub- section 11.2	Temporary Personnel Request	Contractor must provide required documents for each candidate as specified in Sub- section 11.2.	Receipt of Documents	\$200 per occurrence
SOW: Section 12.0	Use of County Seal or Letterhead	Contractor must comply with Section12.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 13.0	Green Initiatives	Contractor must comply with Section13.0.	Inspection, Observation and Receipt of document	\$200 per occurrence

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

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 3.0, Sub-paragraph 3.1	Work	Contractor must perform and deliver all tasks, deliverables, services and other work on time.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 4.0, Sub-paragraph 4.3	Term of Contract	Contractor must notify Library when Contract is within nine (9) months from expiration.	Receipt of notification	\$200 per occurrence
Contract: Paragraph 5.0, Sub-paragraph 5.4	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.1	Administration of Contract – Contractor – Contractor Project Manager	Contractor shall notify County in writing of any changes in Exhibit E – Contractor's Administration.	Receipt of document	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.2	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager shall coordinate with County Contract Project Manager on a regular basis.	Inspection and Observation	\$200 per occurrence
Contract: Paragraph 7.0 Sub-paragraph 7.1.3	Administration of Contract – Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.1	Contractor's Employee Identification	Contractor must comply with the requirements specified in Sub- paragraph 7.3, section 7.3.1.	Inspection and Observation	\$200 per occurrence
Contract: Sub-paragraph 7.4	Contractor Employee Criminal Records	Contractor must comply with the requirements specified in Sub- paragraph 7.4.	Inspection and Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.1	Background and Security Investigations	Contractor employees must undergo and pass a background investigation to satisfaction of County before beginning work.	Inspection, Observation, Receipt of documents and Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.5, Section 7.5.2	Background and Security Investigations	Contractor cannot allow employees that do not pass background investigation to work on Contract without prior approval.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 7.5, Section 7.5.4	Background and Security Investigations	Contractor must provide replacement for employees disqualified through a background and security investigation.	Observation, Receipt of documents	\$200 per occurrence
Contract: Sub-paragraph 7.6	Confidentiality	Contractor must comply with the requirements specified in Subparagraph 7.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.2	Assignment and Delegation	Contractor must comply with the requirements specified in Sub- paragraph 8.2.	Inspection, Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.5	Complaints	Contractor must comply with the requirements specified in Sub- paragraph 8.5.	Inspection and Observation and Receipt of document and/or Audit of Records	\$200 per occurrence
Contract: Sub-paragraph 8.6	Compliance with Applicable Law	Contractor must comply with the requirements specified in Sub-paragraph 8.6.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.7	Compliance with Civil Rights Laws	Contractor must comply with Sub-paragraph 8.7.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.8	Compliance with the County's Jury Service Program	Contractor must comply with the requirements specified Sub- paragraph 8.8.	Inspection and Observation and Receipt of document and/or Audit of Records	\$500 per occurrence
Contract: Sub-paragraph 8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Contractor must comply with the requirements specified in Subparagraph 8.14.	Inspection, Observation and Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.16	Damage to County Facilities, Buildings, Grounds or Equipment	Contractor must comply with the requirements specified in Subparagraph 8.16.	Inspection and Observation	\$500 per occurrence
Contract: Sub-paragraph 8.23	Indemnification	Contractor must comply with Sub-paragraph 8.23.	Receipt of document	\$500 per occurrence
Contract: Sub-paragraph 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements.	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub- paragraph 8.28.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence; possible termination for default of contract.

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.40	Subcontracting	Contractor must comply with the requirements specified in Sub- paragraph 8.40.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Contractor must maintain compliance with program during the entire term of the Contract.	Inspection of files and/or notification from other sources i.e., County Dept.	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.53	Time Off for Voting	Contractor must comply with the requirements specified in Sub- paragraph 8.53.	Inspection and Observation	\$500 per occurrence
SOW: Section 3.0	Quality Control	Contractor must comply with specified requirements in Section 3.0.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.1	Quality Assurance Plan - Meetings	Contractor attendance is required in County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor is required to respond in writing within 2 days acknowledging receipt of a contract discrepancy.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-section 4.3	Contract Discrepancy Report	Contractor shall resolve problem with a time period mutually agreed upon and is done within (30) calendar days.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.1	Contractor – Contractor Project Manager	Contractor Project Manager must be accessible Monday – Friday, 7 am – 6 pm.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.4	Contractor – Contractor Project Manager	Contractor Project Manager must have required experience.	Inspection, Observation and Receipt of document	\$500 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.2, Paragraph 5.2.5	Contractor – Contractor Project Manager	Contractor Project Manager must provide to County a copy of employee timesheets by the next business day following the end of the pay period.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.6	Contractor – Contractor Project Manager	Contractor Project Manager must notify County of all assignments that are within 40 hours of reaching requested number of hours.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.2, Paragraph 5.2.7	Contractor – Contractor Project Manager	Contractor Project Manager must ensure no contractor employee works more than ninety (90) business days on an individual assignment.	Inspection, Observation and Receipt of document	\$500 per occurrence
SOW: Sub-Section 5.3	Contractor – Contractor Personnel	Contractor must comply with all requirements of Sub-section 5.3.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.4	Contractor – Contractor Employee Attendance	Contractor and Contractor's staff must comply with requirements specified in Sub-section 5.4.	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.5	Contractor – Qualified Personnel	Contractor must comply with the requirements specified in Subsection 5.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 5.6	Contractor – Identification Badges	Contractor must comply with the requirements specified in Subsection 5.6.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 5.7	Contractor – Training	Contractor must comply with the requirements specified in Subsection 5.7.	Inspection and Observation	\$200 per occurrence

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 5.9	Contractor – Contractor's Office	Contractor must comply with the requirements specified in Subsection 5.9.	Inspection and Observation	\$200 per occurrence
SOW: Section 6.0	Hours/Days of Work	Contractor must comply with the requirements specified in Section 6.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 8.0	Education Requirements	Contractor employees must meet the education requirements in Section 8.0.	Inspection and Observation and Receipt of document	\$500 per occurrence
SOW: Section 9.0	Physical Class Requirements	Contractor employees must meet the physical class requirements in Section 9.0.	Inspection and Observation	\$200 per occurrence
SOW: Section 11.0, Sub- section 11.2	Temporary Personnel Request	Contractor must provide required documents for each candidate as specified in Sub- section 11.2.	Receipt of Documents	\$200 per occurrence
SOW: Section 12.0	Use of County Seal or Letterhead	Contractor must comply with Section12.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 13.0	Green Initiatives	Contractor must comply with Section13.0.	Inspection, Observation and Receipt of document	\$200 per occurrence

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

PRICING SCHEDULE

HOWROYD-WRIGHT, INC. (dba AppleOne Employment Services)

YEAR ONE (1):

Job Classification	Hourly Rate
Librarian	<u>\$34.10</u>
Library Assistant	<u>\$24.88</u>
YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	<u>\$34.58</u>
Library Assistant	<u>\$25.30</u>
YEAR THREE (3):	
Job Classification	Hourly Rate
Librarian	<u>\$35.06</u>
Library Assistant	<u>\$25.72</u>
YEAR FOUR (4):	
Job Classification	Hourly Rate
Librarian	<u>\$35.54</u>
Library Assistant	<u>\$26.14</u>
OPTION YEAR:	
Job Classification	Hourly Rate
Librarian	<u>\$36.02</u>
Library Assistant	<u>\$26.56</u>

REQUIRED FORMS - EXHIBIT 8 PROPOSER'S EEO CERTIFICATION

AppleOne Employment Services

Company Name

1999 W. 190th Street, Torrance, CA 90504

Address

95-2580864

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Ci Hong Signature

Date

Michael A. Hoyal, Chief Financial Officer Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

Name:	Amylen Clarke		
Title:	Assistant Director, Administrative Service		
	7400 E. Imperial Highway, Room 201		
Auu 633.	Downey, CA 90242		
Telenhone	e: <u>(562) 940-8406</u>		(562) 803-3032
	dress: AClarke@library.lacounty.gov		(302) 003-3032
COUNTY	CONTRACT PROJECT MANAGER:		
Name:	Elsa Muñoz		
Title:	Head, Support Services		
Address:	7400 E. Imperial Highway, Room 221		
	Downey, CA 90242		
Telephone	e: <u>(562) 940-8450</u>	_ Facsimile:	<u>(562) 803-0330</u>
E-Mail Ad	dress: emunoz@library.lacounty.gov		
	CONTRACT PROJECT MONITOR:		
Name:	Gilbert A. Garcia		
Title:	Contract Services Coordinator		
Address:	7400 E. Imperial Highway, Room 206		
	Downey, CA 90242		
Telephone	e: <u>(562) 940-8485</u>	_ Facsimile:	<u>(562) 803-0016</u>

Contract Analyst

Leticia Isunza	(562) 940-6918	lisunza@library.lacounty.gov
Maria Vadai	(562) 940-8423	mvadai@library.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S N	IAME: AppleOne Employment Services	
CONTRACT NO:		
	PROJECT MANAGER:	
Name:	Angela Feiga	
Title:	Sr. Account Executive	
Address:	5901 Green Valley Circle, Suite 466	
	Culver City, CA 90230	
Telephone:	(310) 242-9977	
Facsimile:	(310) 242-9978	
E-Mail Address:	afeiga@appleone.com	
CONTRACTOR'S A	UTHORIZED OFFICIAL(S)	
Name:	Richard J. Wilke	
Title:	Regional Vice President	
Address:	3900 Kilroy Airport Way, Suite 180	
	Long Beach, California 90806	
Telephone:	(562) 637-1001	
Facsimile:	(562) 637-1017	
E-Mail Address:	rwilkie@appleone.com	
Name:	Linda Madigan	
Title:	Vice President, Operations & Governmen	It Solutions
Address:	1999 W. 190th Street	
	Torrance, CA 90504	
Telephone:	(310) 750-3400	
Facsimile:	(310) 750-1111	
E-Mail Address:	lmadigan@appleone.com	
Notices to Contrac	tor shall be sent to the following:	
Name:	Richard J. Wilkie	
Title:	Regional Vice President	

3900 Kilroy Airport Way, Suite 180

Long Beach, California 90806

(562) 637-1001

(562) 637-1017

rwilkie@appleone.com

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME:	
Contract No.	

AppleOne Employment Services

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:	1 Will	DATE: <u>08</u> / <u>14</u> / <u>2014</u>
PRINTED NAME:	Richard J. Wilke	
POSITION:	Regional Vice President	

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

EXHIBIT G

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

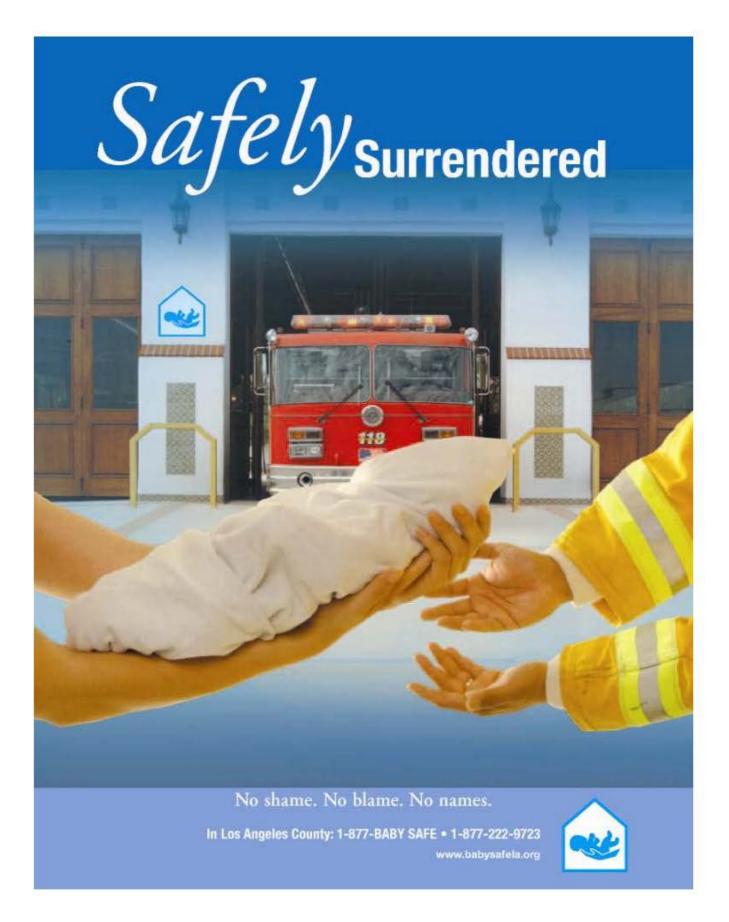
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW



www.babysafela.org

Safely Surrendered Baby Law

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

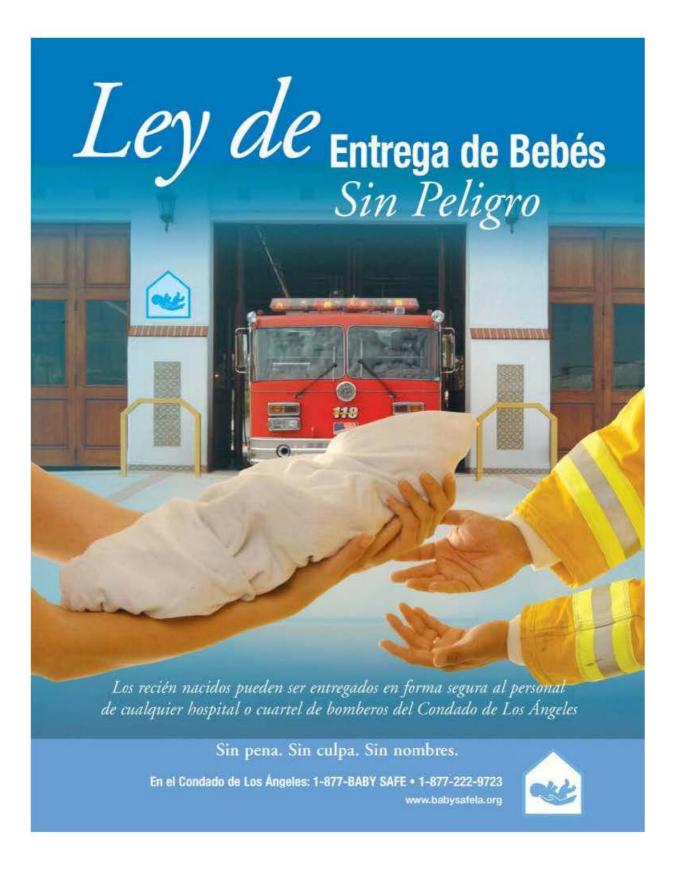
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro

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

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

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

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

bomberos del condado de Los Angeles.

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

EXHIBIT I

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

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

2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor. D. "Department" shall mean the County department, entity, or organization responsible for the

solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services. G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which: A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

EXHIBIT I

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;

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

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

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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

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

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

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County

EXHIBIT I

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Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

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

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

2.206.070 Enforcement and remedies.

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

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

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

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

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

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section

2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

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2.202.010 Findings and declarations.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 - Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the

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department head shall conduct a hearing where evidence on the proposed nonresponsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county

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contracting opportunities for the specified period is necessary to protect the county's interests.

- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

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- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

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evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)