



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012

**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

TELEPHONE  
(213) 974-2101

FACSIMILE  
(213) 626-1812

May 1, 2007

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

Dear Supervisors:

## **RECOMMENDATION TO AWARD CONTRACT FOR PRESORT MAILING SERVICES TO QUICK SORT LA INC. (3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached Contract with Quick Sort LA Inc. (Quick Sort) to provide presort mailing services to the Treasurer and Tax Collector (TTC) for a term of one (1) year commencing July 1, 2007, or upon the date of Board approval, whichever is later, with the first year's contract maximum not to exceed \$50,000;
2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract; and to increase the annual Contract Sum by no more than 20% annually to accommodate any unanticipated workload changes or increases;
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and add/or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Administrative Officer, provided County Counsel approval is obtained prior to execution of such amendments;

4. Delegate authority to the TTC, if necessary, to execute substantially similar contract(s) to the next lowest cost, responsive and responsible bidder identified in this Invitation for Bids (IFB) process to ensure that unanticipated circumstances or changes in presort mailing service workload requirements during the term of the contract do not jeopardize the obligation of the TTC to bill and collect taxes, provided County Counsel approval is obtained prior to execution.
5. Delegate authority to the TTC to approve, if necessary, any assignment and delegation of services performed by Quick Sort, in order to ensure continuation of the presort mailing service needs to meet TTC's obligation to bill and collect taxes, provided County Counsel concurrence is obtained prior to execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

TTC bills and collects taxes on behalf of the County of Los Angeles, the County's 88 incorporated cities, over 1,900 separate schools in 93 districts and all other taxing agencies located in the County. The TTC has utilized mailing service and presort firms since 1987 to mail approximately 2.3 million annual property tax bills to meet the mail-out date of November 1<sup>st</sup> as stipulated in Revenue and Taxation Code §2610.5. Additionally on an intermittent basis, supplemental TTC mailings and those of the TTC's client departments are processed through an outside mailing firm.

The recommended Contract for presort mailing services affords the TTC to achieve a savings of \$.082 per piece of mail processed. To attain this savings the presort provider will receive TTC mail that has been pre-assembled and pre-metered at a discounted first class postage rate by TTC's mail service provider. The presort provider will combine TTC's mail with other clients and re-sort the higher volume of mail by zip code to achieve a greater postage savings.

Currently, TTC has utilized the PSI Group, Inc. (Contract No. 74020) for presort mailing services under contract since July 1, 2002. The recommended Contract is necessary as the current contract is due to expire June 30, 2007. The duties related to presort mailing services will be performed by the recommended vendor, Quick Sort, a new vendor. Continuation of this service will enable the TTC to mail annual property tax bills as well as other mailings for the TTC and its client County departments, as needed.

### Implementation of Strategic Plan Goals

The award of this Contract is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This contract will maintain operations through the utilization of the Contractor's expertise to effectively provide these as needed presort mailing services in a timely and cost-effective manner.

### FISCAL IMPACT/FINANCING

The proposed Contract with Quick Sort will not exceed \$50,000 annually. Funds are appropriated in the FY 2007-08 Adopted Budget for this service, which are in part offset by revenue from interdepartmental billings.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract contains the County's required provisions, including the requirement for the contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when the Contract is within six (6) months from expiration of Term and when Contractor has reached seventy-five percent (75%) of the authorized Contract Sum. It has been determined that the services under this Contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized knowledge and training required to perform the work.

The recommended Contract with Quick Sort is for a term of one (1) year with four (4) one-year renewal options and six (6) month-to-month extensions, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The attached Contract with Quick Sort has been reviewed and approved as to form by County Counsel.

### CONTRACTING PROCESS

TTC released an Invitation For Bids (IFB) on January 19, 2007 to sixty-five (65) prospective bidders. The prospective bidders are listed in Attachment I, which consisted of TTC's bidder's list, vendors from the Los Angeles County WebVen and the IFB was also posted on the Los Angeles County Bid Website. A Mandatory Bidder's Conference was held on February 8, 2007, with six (6) firms attending.

The IFB solicited Bids from firms for the provision of presort mailing services. Bids were received from five (5) firms: Empire Presort & Mailing Services; PSI Group, Inc.; Postage One; Quick Sort LA Inc.; and Service Mailers, Inc. The Bid submitted by Empire Presort & Mailing Services was returned because the vendor did not attend the Mandatory Bidder's Conference and the Bid submitted by Postage One was returned because it was received after the 4:00 p.m. Bid submission deadline.

The recommended vendor, Quick Sort, is the low cost bidder with no per-piece cost. They met all of the mandatory minimum requirements and were complete and responsive to the IFB. The bid demonstrated that Quick Sort has a good understanding of the scope of work to be performed and the complexity of the TTC's services requirements. Quick Sort has verifiable experience providing presort mailing services. To attain the no per-piece cost, Quick Sort will receive pre-assembled mailing pieces from the TTC mailing services provider that have been pre-metered at a discounted first class postage rate. Quick Sort will combine the TTC mail with that of its other clients and re-sort the higher volume by zip code in an attempt to achieve a greater postage discount. Any additional postage discount achieved through the presort process is refunded to Quick Sort by the Post Office and retained as revenue. This additional discount cannot be achieved with the TTC's mail volume alone and can only be achieved through the multiple clients and large volume of mail processed by Quick Sort.

Although the recommended vendor does not have a per-piece cost, the proposed Contract includes a recommended Contract Sum up to \$50,000 to meet any unanticipated special services for the TTC and its client County departments, as necessary. The Contract Sum excludes the cost of postage.

The Minority, Women, Disadvantaged Veteran Business Enterprise statistical information for the three qualified Bidders is included in Attachment II. Quick Sort is not a certified Small Business Enterprise/Community Based Enterprise. The recommendation of Quick Sort is made without regard to race, creed or color. There are no provisions for Cost Of Living Adjustments (COLA) in the attached Contract. This is not a Proposition A Contract; and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

#### **IMPACT ON CURRENT SERVICES**

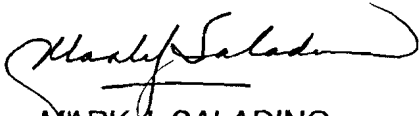
The current Contract for presort mailing services expires June 30, 2007. The recommended Contract with Quick Sort will be utilized on an as needed basis through the term of the Contract to ensure a continuation of services.

The Honorable Board of Supervisors  
May 1, 2007  
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**CONCLUSION**

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopt stamped Board letter to TTC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Saladino", with a stylized flourish at the end.

MARK J. SALADINO  
Treasurer and Tax Collector

MJS:VMA:vma

Z:\Contracts Group Share\Presort Mail Services\Board Letter, Attachments I & II and Fact Sheet\Board Ltr-Presort-Final 4-16-07.doc

**Attachments**

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

Evelin Nunez  
24/7 Direct Mailing Services  
7716 Kester Ave.  
Van Nuys, CA

Kenn Gary  
Acxiom Corporation  
9171 Oso Ave.  
Chatsworth, CA

E.J. Edward  
Advance Business Graphics  
3810 Wabash Dr.  
Mira Loma, CA

Jenifer Riggio  
Advanced Text & Data, Inc.  
5138 Kingspine Rd.  
Rolling Hills, CA

Marc Cohen  
All Direct Mail Services, Inc.  
15392 Cobalt St.  
Sylmar, CA

Michael Michael  
Boldt Mailing Service  
16103 Montoya St.  
Irwindale, CA

Hans Takeda  
Bowe Bell & Howell  
1370 Valley Vista Dr., Ste. 100  
Diamond Bar, CA

Christy Warner  
Bus-Let, Inc.  
6501 Avalon Blvd.  
Los Angeles, CA

Don Castle  
Cal Coast Data Entry  
11090 Artesia Blvd., Ste. D  
Artesia, CA

Traci Bradley  
CC3  
7300 Flores St.  
Downey, CA

Gerald Abrahamian  
Ccentric  
360 W. Lexington Dr.  
Glendale, CA

Sherry Bailey  
Clericorp  
6829 Lankershim Blvd.  
North Hollywood, CA

Diane Smith  
Community Mailers & Printers  
515 S. Fairfax Ave.  
Los Angeles, CA

Audrey Martinez-Keller  
Dolphin Data, Inc.  
4920 Santa Anita Ave.  
El Monte, CA

Ryan Milliken  
Ford Printing & Mailing  
125 N. Vineland Ave.  
City of Industry, CA

Linda West  
FYI Services  
1217 S. Leland St.  
San Pedro, CA

Jenny Li  
Gold Star Manufacture, Inc.  
2716 Medford St.  
Los Angeles, CA

Michelle Pettus  
GS&W Services  
20311 Paseo Del Prado  
Walnut, CA

Mark Sanders  
Impressive Printing  
1055 Mellow Ln.  
Simi Valley, CA

Tony Torres  
In Production  
270 Bristol St., Ste. 200  
Costa Mesa, CA

Scott Wilson  
Infinity Press Infinity & Beyond, Inc.  
2440 N. Glassell St., Ste. N  
Orange, CA

Carla Reed  
International Plastic Cards, Inc.  
1475 E. El Segundo Blvd.  
El Segundo, CA

Vinh Aerts  
IPS Direct  
1241 W. 9th St.  
Upland, CA

Jeff Yriarte  
J&K Enterprises  
3053 Rancho Vista Blvd., PMB #142  
Palmdale, CA

Vicki Labarge  
Kaye-Smith Ent.  
7587 Las Positas Rd.  
Livermore, CA

Veronica Jimenez  
L.A. Mailing Service, Inc.  
13013 Saticoy St.  
North Hollywood, CA

Jeanett Cordon  
Licher Direct Mail & Printing  
980 Seco St.  
Pasadena, CA

Bob Chomuk  
Mail-Pac, Inc.  
8430 Tujunga Ave.  
Sun Valley, CA

Kenn Gary  
MCRB Fulfillment  
20660 Nordhoff St.  
Chatsworth, CA

Alfonso Soto  
Millennium Financial Corp.  
471 W. Lambert Rd., Ste. 103  
Brea, CA

Lawrence Miller  
Miller Productions International  
1232 Village Way, Ste. J  
Santa Ana, CA

J Vargas  
Mini Mailers, Inc.  
5700 Bandini Blvd.  
Los Angeles, CA

Rebecca Flores  
Mobile Office Assistants  
920 W. 17th St., Ste. A  
Santa Ana, CA

Bruce Schiller  
National Papers  
7870 Deering Ave.  
Canoga Park, CA

Deenia Guy  
Nationwide Advertising Svc.  
15303 Ventura Blvd., Ste. 1050  
Sherman Oaks, CA

George Dimo  
Pat Davis Design Group  
442 Howe Ave.  
Sacramento, CA

Lyndi Alongi  
Penn Lithographics  
16221 Arthur St.  
Cerritos, CA

Ken Mulholland  
Pitney Bowes  
801 S. Grand Ave., #600  
Los Angeles, CA

Al Valdez  
Professional Printing Centers  
1203 San Fernando Rd.  
San Fernando, CA

Kala Taylor  
Professional Staffing  
950 Fulton Ave., Ste. 230  
Sacramento, CA

Connie Hunter  
Proforma Solutions  
17011 Beach Blvd., Ste. 820  
Huntington Beach, CA

Kamy Yadegaran  
Proseller, Inc.  
4924 Balboa Blvd., #397  
Encino, CA

John Carey  
PSI Group, Inc.  
10029 Bradley Ave.  
Pacoima, CA

Kelly Lobo  
Quicksort LA, Inc.  
6800 S. Avalon Blvd.  
Los Angeles, CA

Jill Mellady  
QWP Direct Mail Services  
26470 Ruether Ave. Unit 103  
Santa Clarita, CA

Robert Klein  
R.L. Klein & Associates  
3939 Atlantic Ave., Ste. 100  
Long Beach, CA

Jose Reyes  
Relizon  
2929 E. Imperial Hwy., Ste 250  
Brea, CA

Cassandra Cooper  
Scott & Cooper Staffing Solutions  
6221 Wilshire Blvd., Ste. 407  
Los Angeles, CA

Bill Hedleston  
Sequoia Voting Systems  
90 West Poplar Ave.  
Porterville, CA

Judy Stanley  
Services Mailers, Inc.  
3101 Exposition Pl.  
Los Angeles, CA

Martin Laurel  
Solutions & More  
1062 E. Cypress St.  
Covina, CA

Kenneth Gary  
Strategic Data Solutions  
4 Chrysler  
Irvine, CA

Kimberly Lanfre-May  
Sunset Printing Company, Inc.  
16301 S. Broadway St.  
Gardena, CA

Vince Monaco  
The Monaco Group  
1000 Ortega Way Bldg. C  
Placentia, CA

## ATTACHMENT I

Brandi Davis  
Transamerican Mailing & Fulfillment,  
Inc.  
355 State Pl.  
Escondido, CA

Albert Cadena  
USCB, Inc.  
125 S. Vermont Ave.  
Los Angeles, CA

C Alamdari  
Valley Couriers, Inc.  
646 N. San Fernando Rd.  
Los Angeles, CA

Lionel Baker  
Vista Health Information Services  
17303 Falda Ave.  
Torrance, CA

Chris Hoffie  
Webtrend  
1311 Specialty Dr.  
Vista, CA

Naz Keynejad  
Western Direct, Inc.  
11301 W. Olympic Blvd., #5  
Los Angeles, CA

Rich Casford  
Whittier Mailing Service  
12435 Mar Vista St.  
Whittier, CA

Lorrie De Coursey  
Williams Lea  
633 West Fifth St.  
Los Angeles, CA

Kyle Keller  
XL Logistics, Inc.  
7547 Telegraph Rd.  
Montebello, CA

Yolanda Strong  
Yess Enterprises  
P.O. Box 18644  
Los Angeles, CA

Maria Hawa  
ZMH Incorporated  
5630 Borwick Ave.  
South Gate, CA



## ATTACHMENT II

### FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER PRESORT MAILING SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Quick Sort LA Inc.		PSI Group Inc.		Service Mailers, Inc.	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.
<b>OWNERS/ PARTNERS:</b>						
Black/African American			N/A			
Hispanic/Latino	66.60%	2				
Asian or Pacific Islander						
American Indian						
Filipino						
All others	33.30%	1			100%	2
Women (included above)						
<b>MANAGERS:</b>						
Black/African American			5		1	
Hispanic/Latino	7		24		2	
Asian or Pacific Islander			16		1	
American Indian			1			
Filipino						
All others	1		141			
Women (included above)						
<b>STAFF:</b>						
Black/African American			536		4	
Hispanic/Latino	50		1179		53	
Asian or Pacific Islander			402		2	
American Indian			12			
Filipino						
All others	3		478		6	
Women (included above)						
<b>TOTAL NUMBER OF EMPLOYEES</b>	64		2794		71	
<b>BUSINESS STRUCTURE</b>	Corporation		Corporation		Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	No		No		No	



## **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**QUICK SORT LA INC.**

**FOR**

**PRESORT MAILING SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
QUICK SORT LA, INC.  
FOR  
PRESORT MAILING SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the County of Los Angeles, hereinafter referred to as County and Quick Sort LA Inc., hereinafter referred to as Contractor. Quick Sort LA Inc. is located at 3656 Noakes Street Los Angeles, CA 90023.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000, the County, through the Board of Supervisors, may contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Presort Mailing Services; and

WHEREAS, Contractor has submitted a bid to the Treasurer and Tax Collector (TTC) for provision of Presort Mailing Services and based upon competitive sealed bidding, Contractor was the lowest cost and most responsible bidder, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Board of Supervisors has authorized TTC to administer this Contract; and

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Discrepancy Report and Performance Requirements Summary Chart
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

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

## 2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.5 **County Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Director:** As used herein, the term "Director" shall mean the Director of County's Department of Treasurer and Tax Collector.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.



### **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 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 one (1) year, with up to four (4) one-year and six (6) month-to-month extension options, commencing on July 1, 2007, after execution by County's Board of Supervisors, unless sooner extended or terminated, in whole or in part, as provided in the termination provisions of this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods 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 County.
- 4.3 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Exhibit E - County's Administration.

### **5.0 CONTRACT SUM**

- 5.1 The Pricing in Exhibit B, Pricing Schedule, shall remain firm and fixed for the term of the Contract.
- 5.2 The maximum Contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for the provision of the Services specified herein in accordance with

Exhibit B - Pricing Schedule, and shall not exceed \$50,000 for the first year of this Contract; to accommodate unforeseen changes in the Statement of Work.

- 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 County at the address herein provided in Exhibit E - County's Administration.

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

The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of 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 when applicable 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, 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.
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The invoice must include all of the following information:
  - 5.6.4.1 Mailing job name;
  - 5.6.4.2 Invoice number and date;
  - 5.6.4.3 Task performed and unit price by task;
  - 5.6.4.4 Volume of items processed by task;
  - 5.6.4.5 Number of damaged items and credit amount (when applicable)
  - 5.6.4.6 Credit for Post Office returns (when applicable);
  - 5.6.4.7 Total dollar amount of job;
  - 5.6.4.8 Total dollar amount due.
- 5.6.5 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.6.6 All invoices under this Contract shall be submitted in duplicate to the following address:

County of Los Angeles  
Treasurer and Tax Collector  
Accounts Payable Section, Room 464  
500 W. Temple Street  
Los Angeles, CA 90012

5.6.7 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager 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, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

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

#### **6.1 County's Contract Administrator**

Responsibilities of the County's Contract Administrator 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.

#### **6.2 County's Contract Manager**

The responsibilities of the County's Contract Manager include:

- meeting with the Contractor's Contract 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.

- overseeing the day-to-day administration of this Contract.

The County's Contract 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 County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Contract Manager**

7.1.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager within five (5) business days.

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

7.1.3 The Contractor's Contract Manager must have two (2) years of experience providing Presort Mailing Services or services equivalent or similar to the Services identified in Appendix A, Statement of Work.

### **7.2 Approval of Contractor's Staff**

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 Contract Manager.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained an employee ID badge before they are assigned to work at a County facility. Contractor personnel 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 Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

#### **7.4 Background and Security Investigations**

7.4.1 All Contractor employees performing work under this Contract may be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

7.4.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.

7.4.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such

investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.

7.4.4 Disqualification, if any, of Contractor employees, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.4 and when changes occur in staffing or as requested by TTC.

## **7.5 Confidentiality**

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS AND CHANGE NOTICES**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Work, Term, or Pricing Schedule or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Contract Administrator.
- 8.1.2 For any change which affects the Work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Director.
- 8.1.3 The County's Board of Supervisors or Chief Administrative Officer 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 County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.
- 8.1.4 The Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 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 the Director.
- 8.1.5 For any change which affects the Term of Contract or Contract Sum included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of



Supervisors, except that Director is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed twenty five (25%) of the total Contract Sum for a particular Contract year based on an increase in work volume or special projects and allocable to required work or special projects. Any such change shall be in writing and signed by the Contractor and the Director.

## **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 TTC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, TTC consent shall require a written amendment to the Contract, which is formally approved and executed by the Contracts and TTC. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of 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 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 TTC in accordance with applicable provisions of this Contract.

8.2.3 If 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 TTC'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, County shall be entitled to pursue the same remedies against 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 County's Board of Supervisors 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 above, 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 fifteen (15) 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's Contract 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 Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

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

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

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

agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

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

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the

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

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, 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, 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 of Supervisors 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, 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 County shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

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

#### **8.18 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.

#### **8.19 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.

#### **8.20 INDEPENDENT CONTRACTOR STATUS**

8.20.1 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.

8.20.2 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.

8.20.3 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.

8.20.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

## **8.21 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.22 GENERAL INSURANCE REQUIREMENTS**

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

**8.22.1 Evidence of Insurance:** Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to



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

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

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

**8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

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

occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

**8.22.6 Insurance Coverage Requirements for Subcontractors:**

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

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## **8.23 INSURANCE COVERAGE REQUIREMENTS**

**8.23.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

**8.23.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.23.3 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

### **8.23.4 PROFESSIONAL LIABILITY**

Professional Liability insurance covering liability arising from any error, omission, neglect or wrongful act of the Contractor, its officers or employees with limits of not less

than one million dollars (\$1,000,000) per occurrence and three million dollars (3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

#### **8.24 LIQUIDATED DAMAGES**

8.24.1 If, in the judgment of the County, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County, at its 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, in a written notice describing the reasons for said action.

8.24.2 If County determines that there are deficiencies in the performance of this Contract that County deems are correctable by the Contractor over a certain time span, County 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, County 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 *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, 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.

8.24.3 The action noted in Sub-paragraph 8.25.2 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.

8.24.4 This Sub-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 Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.25 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.

## **8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.26.1 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.
- 8.26.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.26.3 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.
- 8.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.26.5 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.

8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.26.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.26.8 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.

## **8.27 NON EXCLUSIVITY**

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

#### **8.28 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.

#### **8.29 NOTICE OF DISPUTES**

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

#### **8.30 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.

#### **8.31 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 I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



### **8.32 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 Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.33 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.

### **8.34 PUBLIC RECORDS ACT**

8.34.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) 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.

- 8.34.2 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.

### **8.35 PUBLICITY**

- 8.35.1 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’s Contract Administrator. The County shall not unreasonably withhold written consent.

- 8.35.2 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-paragraph 8.36 shall apply.

**8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

8.36.1 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.

8.36.1.1 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).

8.36.1.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.1.3 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.

#### **8.36.2 FINANCIAL STATEMENTS AND LITIGATION PENDING**

Ninety (90) calendar days prior to the expiration date of each one (1) year term of this Contract, Contractor shall submit to TTC a complete set of financial statements for the most current 12-month period. The set of statements should include, at a minimum, Contractor's Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations) and Retained Earnings Statement. In the event audited financial statements are available, they should be submitted to meet this requirement.

In addition, the Contractor will be required to submit a statement regarding any pending litigation and the outcome of any litigation since the Contractor last reported same to TTC. TTC reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

#### **8.37 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' 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.

#### **8.38 SUBCONTRACTING**

8.38.1 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.

- 8.38.2 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.
- 8.38.3 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.
- 8.38.4 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.
- 8.38.5 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.
- 8.38.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.38.7 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.
- 8.38.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs

of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Treasurer and Tax Collector – Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California, 90012  
E-mail address: [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
Fax # (213) 687-4857

before any Subcontractor employee may perform any work hereunder.

**8.39 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-paragraph 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-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.40 TERMINATION FOR CONVENIENCE**

8.40.1 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.

8.40.2 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.

8.40.3 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-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.41 TERMINATION FOR DEFAULT**

8.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- 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.

8.41.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, 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 Sub-paragraph.

- 8.41.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.41.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR IMPROPER CONSIDERATION**

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

8.42.2 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.

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

#### **8.43 TERMINATION FOR INSOLVENCY**

8.43.1 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.

8.43.2 The rights and remedies of the County provided in this Subparagraph 8.44 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 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.

**8.45 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 County's Board of Supervisors 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.

**8.46 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.

**8.47 USE OF COUNTY SEAL AND/OR TTC'S LOGO**

Contractor shall not use or display the official seal of the County of Los Angeles or the TTC's logo on any of its letterheads or other communications with any businesses, or for any other reason.

**8.48 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-paragraph 8.48 shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 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.

8.49.2 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.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 INTENTIONALLY OMITTED**

#### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

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

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

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification

or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

### **9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents

necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly

and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or



- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 TIME IS OF THE ESSENCE**

Time is of the essence with regards to this Contract.

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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 of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: QUICK SORT LA INC.

By Mam Thui J.  
Name

President  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.  
County Counsel

By Ray M. Acello  
Principal Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK**

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**1. BACKGROUND**

- 1.1 The Treasurer and Tax Collector (TTC) bills and collects taxes on behalf of the County of Los Angeles. This includes the County's 88 incorporated cities, over 100 school districts and all other taxing agencies located in the County. Approximately 2.3 million annual property tax bills are mailed each year in October. Supplemental property tax bills, as well as a variety of weekly and monthly mailings for TTC and its client County departments, are mailed periodically throughout the year. TTC maintains an in-house Mailroom Operation to handle its mailings and those of client departments. Depending on the volume, scope, and requisite deadlines of any particular mailing job, mailings may be performed by TTC or sent to a contracted mailing services vendor.
- 1.2 The TTC has utilized outside mailing firms since 1987 to mail the approximately 2.3 million annual property tax bills. These mailing services are provided for under separate contract and include collating and assembly of material, inserting and sealing of envelopes, and application of appropriate postage, i.e., current United States Postal Services (Postal Service) three-digit automated discount rate.
- 1.3 This Contract is for the provision of barcoding and Presort mailing services on an as-needed basis.

**2. GENERAL REQUIREMENTS**

**2.1 COUNTY PERSONNEL – TTC CONTRACT ADMINISTRATOR**

The TTC shall assign a Contract Administrator as identified in Exhibit E, County's Administration to provide overall management and coordination of the Contract, act as the central liaison for the TTC and the County, and monitor the CONTRACTOR's compliance with the Contract and overall performance with regards to all of the required services. TTC shall inform CONTRACTOR in writing as changes occur.

**2.2 CONTRACTOR'S CONTRACT MANAGER**

2.2.1 The CONTRACTOR is required to provide a Contract Manager and Alternate Contract Manager as identified in Exhibit F, Contractor's Administration, in the office servicing the Contract to act as a liaison for the CONTRACTOR in coordinating the performance under the Contract. The CONTRACTOR shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, or any alternate, and provide a current copy of the person's resume at the time the Contract is executed and as changes occur.

2.2.2 The Contract Manager and alternate(s) must be able to read, write, speak, and understand English. The Contract Manager shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of the Contract. The Contract Manager shall be available during normal business hours, 8:00

a.m. to 5:00 p.m., Monday through Friday, excepting holidays as described below in Section 2.5, Holidays, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Contract. When Contract work is performed at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager or as an Alternate Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the CONTRACTOR.

## **2.3 OTHER CONTRACTOR PERSONNEL**

- 2.3.1 The CONTRACTOR shall ensure a high standard of conduct of its personnel; including compliance at all times with any applicable State and Federal regulations related to the specific requirements of this Contract. The CONTRACTOR represents and warrants that the firm, its agents and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with CONTRACTOR's duties under this Contract.
- 2.3.2 Personnel assigned by the CONTRACTOR to perform the required services shall at all times be employees of the CONTRACTOR. The CONTRACTOR shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the CONTRACTOR who, in the opinion of TTC, should be removed from the performance of services related to the Contract, shall immediately be removed upon the written request of the TTC Contract Administrator.
- 2.3.3 The CONTRACTOR shall not subcontract for the performance of any services hereunder unless the provisions in Section 8.39, Subcontracting, of the Sample Contract are met.
- 2.3.4 CONTRACTOR shall be responsible for providing sufficient staff to perform services under this Contract.
- 2.3.5 All personnel providing services in conjunction with the Contract will be required to sign a Contractor Employee Acknowledgement and Confidentiality Agreement or a Non-Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibits G2 and G3 of this Contract. During the term of the Contract, the CONTRACTOR shall maintain an updated file of the signed forms and shall forward originals of all signed forms to the TTC Contract Administrator.

## **2.4 HOURS OF OPERATION**

CONTRACTOR shall maintain days and hours of operation sufficient to complete all services in a timely manner.

**2.5 HOLIDAYS**

The following are the usual holidays observed by the County:

- 2.5.1 New Year's Day
- 2.5.2 Martin Luther King, Jr's Birthday
- 2.5.3 Presidents' Day
- 2.5.4 Memorial Day
- 2.5.5 Independence Day
- 2.5.6 Labor Day
- 2.5.7 Columbus Day
- 2.5.8 Veterans' Day
- 2.5.9 Thanksgiving Day
- 2.5.10 Friday after Thanksgiving Day
- 2.5.11 Christmas Day

**3. REQUIRED REPORTS AND INVOICES**

3.1 The CONTRACTOR shall submit by FAX a report to TTC's Contract Administrator, pursuant to Section 8.33, Notices, detailing the mail barcoded and sorted for the previous business day's activity. The activity report shall be sent on a daily basis during all mailing periods by 9:00 a.m. for the previous business day's activity. At a minimum, the report shall include the following information:

- 3.1.1 Mailing job name
- 3.1.2 Pick-up date of mailing
- 3.1.3 Number of pieces of mail, sorted by postage type and postage rate
- 3.1.4 Mailing date
- 3.1.5 Mail meter date
- 3.1.6 Mail meter rate (i.e., postage rate)

3.2 The CONTRACTOR shall prepare and submit when applicable, by the 15<sup>th</sup> calendar day of the month **monthly invoices** for the work performed the previous month in accordance with Paragraph 5.6, Invoices and Payments, of the Contract.

3.3 Noncompliance with these specifications shall be handled in accordance with Section 6, Compliance and Performance Monitoring, of this Statement of Work.

**4. CONTRACTOR'S QUALITY CONTROL PLAN**

4.1 The CONTRACTOR shall establish and maintain a written Quality Control Plan to ensure that the requirements of the Contract are met. An updated copy must be provided to the TTC Contract Administrator on the Contract start date and as changes occur. The plan shall include, but not be limited to, the following:

- 4.1.1 A monitoring system covering all the items listed on the Performance Requirements Summary located at the end of this Statement of Work; it must specify the activities to be monitored by

the CONTRACTOR on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring;

- 4.1.2 The methods used by the CONTRACTOR for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with the Contract; and,
- 4.1.3 An emergency plan, i.e., contingency plan, that covers the method for continuing to provide services to the TTC in the event of an emergency or disaster that disrupts CONTRACTOR's operations.
- 4.2 CONTRACTOR shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract.
- 4.3 The TTC will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary Chart Section 6 of this Statement of Work, or other such procedures as may be necessary to ascertain CONTRACTOR's compliance with this Contract.

## **5. BARCODING AND PRESORT SERVICES**

### **5.1 GENERAL**

- 5.1.1 CONTRACTOR shall furnish all necessary supplies, materials, equipment and vehicles required to perform the services required pursuant to the Contract.
- 5.1.2 The CONTRACTOR, and each piece of corresponding equipment, must be certified by the Postal Service to provide such services and CONTRACTOR shall maintain such certifications annually or at other frequencies as may be required by the United States Postal Service (USPS).
- 5.1.3 The CONTRACTOR shall pickup documents from TTC's contracted mailing services provider, or at alternate locations as directed by TTC, in an enclosed vehicle and will ensure the integrity of documents upon loading, i.e., preventing the loss, damage or spillage of documents. Note: the contracted mailing services provider will have completed the mail piece preparation and metering at the current presort postage rate.
- 5.1.4 The CONTRACTOR shall have a loading dock and receiving area to accommodate mailings.
- 5.1.5 The CONTRACTOR shall achieve the current Postal Service barcoded three-digit automated first class postage rate. It is understood that the Postal Service may, from time to time, adjust these rates.



- 5.1.6 The CONTRACTOR will apply barcodes to all mailing documents and presort mail pieces to accommodate the barcoded three-digit automation rate.
- 5.1.7 The CONTRACTOR shall guarantee 100% qualification of mail at the barcoded three-digit automation rate.
- 5.1.8 The CONTRACTOR shall deliver all the mailings to the United States Post Office (Post Office).
- 5.1.9 The CONTRACTOR's barcoding, presort services, and delivery to the Post Office must be completed in accordance with Post Office policy and/or meter postage date or within 24 hours of pickup from the TTC contracted mailing services provider.
- 5.1.10 The CONTRACTOR agrees to use all reasonable security procedures necessary to protect all mailing documents and envelopes in its possession related to this Contract from disclosure and loss or damage by any cause, including fire, water damage, theft or other catastrophe.
- 5.1.11 The CONTRACTOR shall reimburse TTC for the cost of any bills, inserts, and envelopes damaged by any cause, including but not limited to fire, water damage, theft or other catastrophe while in CONTRACTOR's possession.
- 5.1.12 Document damage due to mishandling or machine malfunctions should not exceed 0.075% of the total mailings (i.e., 75 pieces per 100,000 pieces).
- 5.1.13 The CONTRACTOR shall set aside all damaged mail pieces and deliver them to TTC on a daily basis.
- 5.1.14 The CONTRACTOR will credit TTC with an amount equal to the postage and the per item construction cost for any mailings returned by the Post Office to TTC as undeliverable due to CONTRACTOR error. Such credit shall appear on the next invoice from CONTRACTOR, or at TTC's option, be paid to TTC.
- 5.1.15 TTC reserves the right to perform the barcoding and presorting processes in-house, or with an alternate presort vendor in the event CONTRACTOR is unable to successfully perform the services under this Contract.

## 5.2 ANNUAL PROPERTY TAX BILL MAILING

- 5.2.1 Beginning in late September through October, TTC's mail services provider will assemble and apply metered first-class postage to the mailing envelopes to achieve the three-digit automated first class presort postage rate of \$.308; effective July 1, 2007 and subject to change by the Postal Service. Each of the mailing envelopes will be filled with a varying number of inserts, e.g., five (5) items in the

form of the original property tax bill, two return envelopes, and two pre-printed inserts. The mail-out envelope will normally be a standard #10 envelope, 9½"x 4¼".

- 5.2.2 Based on fiscal year 2005-2006 activity, approximately 2.3 million Property Tax Bills are printed and mailed annually.
- 5.2.3 Property Tax Bills will be printed at a rate of approximately 300,000 per day, including weekends, beginning in late September through October by the County of Los Angeles Internal Services Department's (ISD) Printing Operation. TTC's mailing services provider will pick up printed bills on a flow basis for assembly and metering.
- 5.2.4 CONTRACTOR is expected to barcode and presort metered mailing pieces received from TTC's mailing services provider or TTC to meet the originally metered post mark date. If Contractor is unable to meet the post mark date, in no instance shall mailing pieces be re-metered without TTC notification and in no case beyond the statutory date of November 1<sup>st</sup>.
- 5.2.5 All property tax bills, including the property tax information notices, must be delivered to the Post Office to meet the statutory requirement of being mailed on or before November 1<sup>st</sup> in accordance with Revenue and Taxation Code §2610.5.

### 5.3 AS-NEEDED MAILINGS

- 5.3.1 As-needed mailings occur throughout the year and may include supplemental property tax bills, additional TTC generated mailings, and mailing projects from TTC client departments. These mailings may be routine or intermittent and there is no guarantee as to volume or frequency.
- 5.3.2 As-needed mailings will be assembled and metered by TTC's mailing services provider, and subsequently available for pickup by CONTRACTOR.
- 5.3.3 As-needed mailing deadlines will vary. Deadlines will be contingent upon TTC's or its client department's requirements and in conjunction with the TTC mailing service provider's production schedule and availability for pickup

## 6. **COMPLIANCE AND PERFORMANCE MONITORING**

- 6.1 TTC shall, on an ongoing basis, monitor the CONTRACTOR's performance of the required services. The Performance Requirements Summary Chart, in Appendix C, Technical Exhibits, displays major components of the required services that will be monitored by TTC during the term of this Contract. It indicates the Required Services, a Statement of Work or Sample Contract reference, the Standard of Performance, Maximum Allowable Deviation from the standard before service will be

determined unsatisfactory, TTC's Typical Method of Monitoring, and the Unsatisfactory Performance Deduction that may be assessed if the service is not satisfactorily provided. Monitoring of the CONTRACTOR's performance will include, but not be limited to the following:

- 6.1.1 Compliance with Contract terms;
  - 6.1.2 Ability to provide the Contract services;
  - 6.1.3 Adherence to schedules and mail-out dates;
  - 6.1.4 Complaints.
- 6.2 The CONTRACTOR is expected to comply with all of the terms of this Contract, not just the specific service requirements set forth in the Performance Requirements Summary Chart of this Statement of Work.
- 6.3 TTC expects a high standard of performance from the CONTRACTOR for the required services. TTC will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of TTC by the CONTRACTOR before the allowable deviation from the acceptable standard occurs.
- 6.4 TTC may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including: random sampling, one hundred percent inspection of its output items on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of the CONTRACTOR's performance, review of reports and files, and complaints from TTC staff or the public.
- 6.5 County and/or personnel from other governmental jurisdictions, other than TTC's Contract Manager, may from time to time observe CONTRACTOR's operations related to these mailing services. However, these personnel will not unreasonably interfere with CONTRACTOR's personnel or performance.
- 6.6 When performance is unsatisfactory, the TTC will notify the CONTRACTOR in writing. The CONTRACTOR shall be required to respond within ten (10) business days (or such longer period as TTC may authorize in writing) with a Corrective Action Plan, explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole discretion, evaluate and determine the acceptability of the CONTRACTOR's explanation and Corrective Action Plan.
- 6.7 The imposition of any and all assessments will be properly documented by TTC and the dollar amount will be deducted from the payment of the CONTRACTOR's invoices, or at TTC's option, be paid directly to TTC.

**EXHIBIT B**  
**PRICE SCHEDULE**  
**PRESORT MAILING SERVICES**  
  
**QUICK SORT LA INC.**

<b>TASK</b>	<b>Estimated Volume</b>	<b>Price (Per 1,000 Pieces)</b>
<b>Annual Property Tax Bill Mailing</b> During late September and October for delivery by November 1 annually	<b>2.3 million</b>	<b>\$0.00 No Bill</b>
<b>As-Needed Mailings</b> Varies weekly to monthly throughout the year	<b>Various</b>	<b>\$0.00 No Bill</b>

## **EXHIBIT C**

### **CONTRACT TECHNICAL EXHIBITS**

**EXHIBIT C  
TECHNICAL EXHIBITS  
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2      PERFORMANCE REQUIREMENTS SUMMARY CHART .....	2

**TECHNICAL EXHIBIT 1**  
**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**TECHNICAL EXHIBIT 2**
**PERFORMANCE REQUIREMENTS SUMMARY CHART**

REFERENCE	REQUIRED SERVICES	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE DEDUCTION
<b>Contract Section</b>					
Section 7.1	Contract Manager	Notify TTC of changes, with resume, within 5 business days	None	Review of reports and files	\$50 per business day that notification is late
Section 8.36.2	Submit financial statements and pending litigation	Provide required statements according to schedule	1 business day late	Review of reports	\$50 per business day that statements are late
Section 8.24	Insurance coverage	Insurance coverage maintained as required	None	Receipt and review of insurance documentation	\$200 per business day that certification is not provided; Contract termination at TTC's option
<b>Statement of Work Section</b>					
3.1	Provide TTC with required reports	Accurately and according to schedule	1 business day late	Receipt of reports	\$50 per business day for each report that is late; \$50 per business day for each incomplete/inaccurate report
5.1.3 5.1.10 – 5.1.14	Damage due to mishandling, fire, water, theft or other catastrophe	Damage unacceptable	None	CONTRACTOR reporting; review of records; return of damaged mail	Reimburse TTC for associated costs to reconstruct mailing, including postage costs
5.1.10	Use reasonable security procedures to protect from disclosure	Improper disclosure unacceptable	None	Review of records; complaints	\$200 per incident
5.1.12	Process mailings without damage	Damage not to exceed .075% of total mailings	None	CONTRACTOR reporting, return of damaged mail	Reimburse TTC for associated costs to reconstruct damaged mailings, including postage costs
5.1.6 – 5.1.9 5.2.5, 5.3.3	Complete barcoding, presorting, and Post Office delivery within timeframes	No Post Office returns for inappropriate postage or postmark	None	Post Office returns; CONTRACTOR reporting	Reimburse TTC for insufficient or overage amount plus corrected amount to re-mail
5.2.3, 5.2.4	Meet minimum daily outgoing tax bill mailing volume	All items mailed by mailing deadlines	None	CONTRACTOR reporting; review of records; return of damaged mail	\$200 for each day minimum volume is not met



**CONTRACTOR'S EEO CERTIFICATION**

QUICK SORT LA INC  
 Contractor Name  
3656 NOAKES ST LOS ANGELES 90023  
 Address  
68-0484900  
 Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |   |                             |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Maro Ruano JR  
 Authorized Official's Printed Name and Title

Maro Ruano JR  
 Authorized Official's Signature

4-16-07  
 Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Keith Knox  
Title: Operations Chief, Administrative Services  
Address: 500 West Temple Street, Room 464  
Los Angeles, CA 90012  
Telephone: (213) 974-2108  
Facsimile: (213) 687-4857  
E-Mail Address: **kknox@ttc.lacounty.gov**

**COUNTY CONTRACT MANAGER:**

Name: Mary Ann Camperi  
Title: Supervisor, Procurement/Mailroom Division  
Address: 500 West Temple Street  
Los Angeles, CA 90012  
Telephone: (213) 974-2017  
Facsimile: (213) 613-0939  
E-Mail Address: **mcamperi@ttc.lacounty.gov**

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** QUICK SORT LA INC.

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER:**

Name: MICHAEL MARTIN

Title: BUSINESS DEVELOPMENT MANAGER

Address: 3656 NOAKES STREET  
LOS ANGELES, CA 90023

Telephone: OFFICE (323) 780-3500 DIRECT (323) 833-7725

Facsimile: (805) 522-8797

E-Mail Address: MMARTIN@QUICKSORTMAIL.COM

**CONTRACTOR'S ALTERNATE CONTRACT MANAGER:**

Name: KELLY LOBO

Title: BUSINESS DEVELOPMENT MANAGER

Address: 3656 NOAKES STREET  
LOS ANGELES, CA 90023

Telephone: (323) 997-5094

Facsimile: (805) 780-3540

E-Mail Address: KELLYALOBO@AOL.COM

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: MAURO RIVERO JR.

Title: PRESIDENT

Address: 100 RYAN INDUSTRIAL COURT  
SAN RAMON, CA 94583-1527

Telephone: (925) 820-8272

Facsimile: (925) 838-0715

E-Mail Address: MRIVERO@QUICKSORTMAIL.COM

Name: JIM TETZLOFF

Title: VICE PRESIDENT

Address: 100 RYAN INDUSTRIAL COURT  
SAN RAMON, CA 94583-1527

Telephone: (925) 820-8272

Facsimile: (925) 820-0715

E-Mail Address: JTETZLOFF@QUICKSORTMAIL.COM

**Notices to Contractor shall be sent to the following:**

Name: MICHAEL MARTIN

Title: BUSINESS DEVELOPMENT MANAGER

Address: 3656 NOAKES STREET  
LOS ANGELES, CA 90023

Telephone: OFFICE (323) 780-3500 DIRECT: (323) 833-7725

Facsimile: (805) 522-8797

E-Mail Address: MMARTIN@QUICKSORTMAIL.COM

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1     CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2     CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT
- G3     CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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.

**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



Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**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.

**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.

**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.

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**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.

**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.

## SAFELY SURRENDERED BABY LAW

# **No shame. No blame. No names.**

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



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



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

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

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

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

**What if a parent wants the baby back?**

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

**Can only a parent bring in the baby?**

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

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

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

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

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

**What happens to the baby?**

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

**What happens to the parent?**

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

**Why is California doing this?**

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

**A baby's story**

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

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

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



# **Sin pena. Sin culpa. Sin peligro.**

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



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

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

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



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

### ¿Los padres deben llamar antes de llevar al bebé?

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

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

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

### ¿Qué ocurrirá con el bebé?

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

### ¿Qué pasará con el padre/madre?

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

### ¿Por qué California hace esto?

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

### Historia de un bebé

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

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

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