



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK

12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 - www.lavote.net

DEAN C. LOGAN

Registrar-Recorder/County Clerk

September 8, 2009

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

Dear Supervisors:

**REQUEST TO APPROVE AN AGREEMENT WITH
BROWNS RIVER BINDERY, INC.
FOR RESTORATION AND REPAIR OF RECORDS INDEX BOOKS SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT:

The Agreement is to provide restoration and repair of the County's Records Index Books which list records pertaining to real property ownership, birth, death and marriage records.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with Brown's River Bindery, Inc. to provide Restoration and Repair services to the County's Vital Records Index Books (VRIBs) for a period of four (4) years, effective upon Board approval through June 30, 2013 with four (4) one-year renewal options. The first Fiscal Year (FY) 2009/2010 cost is approximately \$400,000 with each subsequent FY budgeted in accordance with available funds from the Recorder Trust Funds. The contract amount for the term of this Agreement, including the renewal options, is \$2 million. Funds are available in the Department of the Registrar-Recorder/County Clerk's budget. There is no impact to the County General Fund.
2. Authorize the Registrar-Recorder/County Clerk (RR/CC) or his designee to exercise the renewal options as provided in the Agreement, if needed. If County exercises all of the renewal options, including the six month-to-month extension periods, the maximum term of the Agreement shall not exceed eight (8) years and six (6) months.

3. Authorize the RR/CC to execute amendments to increase or decrease the amount of the Agreement, up to 10% of the original contract amount, at the sole discretion of the RR/CC, to accommodate any increase or decrease in service needs, provided that sufficient funding is available in the Department's budget. If the option to increase the contract amount is exercised, the maximum contract amount for this Agreement will not exceed \$2.2 million over the term of the Agreement, including option years.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to establish an Agreement for the Restoration and Repair of the County's legal documents pertaining to real property ownership, birth, death and marriage records (records known as VRIBs).

The RR/CC is required to maintain Vital Records pursuant to Section 27252 of the Government Code. The RR/CC is responsible for recording and maintaining legal documents pertaining to real property ownership, birth, death and marriage records for the County of Los Angeles. These public records provide historical data of vital importance to the County and the public at large. These records are cataloged in Index Books. The Index Books are loose leaf form in record binders with canvas hard covers. They are housed in the RR/CC Headquarters facility basement and stored flat on roller shelves.

The Restoration and Repair of the County's legal documents is an ongoing project implemented on June 29, 2004 with your Board's approval of contract #75002, which expired on June 30, 2009. In accordance with Board mandates, the Department did not procure services or pay for such services after the contract expiration date. Further Restoration and Repair services are on hold pending the Board's approval of the recommended Agreement.

The RR/CC inventory has hundreds of Index Books that range from fair to poor condition with broken or missing metal, worn and torn coverings, exposed boards, and some missing spines causing difficulty in identifying the years and letter categories. The Indexes are original handwritten logs, many of which include amendments consisting of additional handwritten information that was logged in at a later time. The sheets show signs of deterioration of acidic paper that has undergone decades of heavy use. The RR/CC does not have the capability to perform the needed repair and restoration services in-house. Therefore, the RR/CC requires the services of an independent contractor to provide Restoration and Repair services to the County's Index Books.

Approval of this Agreement will halt the deterioration of the Index Books by providing professional paper conservation repair and restoration services and preserve the Index Books for current and future generations.

Implementation of Strategic Plan Goals:

The proposed Agreement provides the public with vital information which supports the County's Strategic Plan, specifically:

Goal No. 1: Operational Effectiveness: Provide the public with easy access to quality information and services that are both beneficial and responsive. The restoration and repair services provided under the recommended agreement will ensure the Index Books are available for public use for generations to come.

Goal No. 3: Community and Municipal Services: Ensure that service delivery systems are efficient, effective, and goal-oriented. The restored Index Books provide another means for the public to research needed information.

FISCAL IMPACT/ FINANCING:

The first year contract funding is approximately \$400,000. The Department will fund subsequent years with available revenues from the Recorder Trust Funds. The total amount for the term of this contract is \$2,000,000.

The Agreement allows the RR/CC to execute amendments increasing or decreasing the contract amount of the Agreement, up to 10% of the original contract amount, contingent upon the availability of additional funding from the Recorder Trust Funds. If the option to increase the contract amount is exercised, the maximum contract amount for this Agreement will not exceed \$2.2 million over the term of the Agreement, including option years. There is no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Your Board is authorized to approve this Agreement pursuant to Government Code Section 31000.

The recommended Agreement with Brown's River Bindery, Inc. is for a period of four years with four one-year renewal options. The Agreement term is effective upon Board approval through June 30, 2013.

The RR/CC anticipates approximately 1,500 books will be restored and repaired during the term of the Agreement. Brown's River Bindery, Inc. shall provide all labor, supplies, and support equipment required in performing the specified services.

The previous Agreement (Contract # 75002) for said services expired on June 30, 2009. Due to the nature of the services provided under the repair and restoration services agreement, the break in service does not affect public services or the operational needs of the Department.

The Agreement requires Brown's River Bindery, Inc. to give first consideration to qualified County employees targeted for layoff and to consider qualified GAIN participants for employment openings and comply with the Child Support Compliance Program. The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

The Chief Executive Office has reviewed and approved this Board Letter. County Counsel has reviewed and approved as to form the attached Agreement.

CONTRACTING PROCESS:

On April 30, 2009, the RR/CC released an Invitation for Bid (IFB). Notice of the IFB was sent to thirty (30) restoration and repair service vendors nationwide. An advertisement, which ran on two separate dates, was placed in four newspapers. A notice was also placed on the Internal Services Department Web Site.

A mandatory Proposer's Conference was held on May 14, 2009. Three (3) prospective bidders attended the Bidders' Conference. RR/CC staff went over the IFB requirements and proposal selection criteria as well as the scope of work. Prospective bidders were allowed to examine samples of the deteriorated condition of the Index Books which were categorized as "Fair", "Medium", and "Poor".

Three (3) bids were submitted by the required deadline. The bid submitted by Etherington Conservation Services did not meet the minimum requirements of the IFB and was subsequently disqualified as non-responsive. The bids submitted by Louisiana Binding Service, Inc. (LBS) and Browns River Bindery, Inc. were reviewed to determine the lowest price bid.

The bid submitted by LBS was the lowest price bid based on averaging the price per each size of the Index Books, but was disqualified as non-responsive. LBS proposed a "fixed rate" fee instead of the tiered pricing structure requested in the IFB. The LBS price quote was based on its Conservator's assessment of the Index Books in the RR/CC collection as 75% in "Fair" condition, 25% in "Medium" condition, and 0% in "Poor" condition. The bid assumes that RR/CC does not have any Index Books in the "Poor" condition category. The condition of the RR/CC Index Books was discussed and demonstrated at the Mandatory Bidders' Conference and was followed up with Addendum Number One, which states the County estimates 25-30% of its collection is in "Poor" condition. Based on the above, it was determined that LBS did not provide a reasonable and realistic price for restoring the Index Books in Poor condition and was disqualified from further review. LBS appealed the disqualification. The disqualification review was upheld as LBS failed to demonstrate the disqualification was due to factual errors. It was also discovered that by applying the pricing structure proposed by LBS, which was higher priced in the "Fair" category and lower priced in the "Medium" and

Honorable Board of Supervisors
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"Poor" deterioration categories, to the second lowest bid, the County would pay over \$152,000 more over the term of the Agreement.

Brown's River Bindery, Inc. (incumbent) was the second lowest in price and was found to be responsive and responsible to meet County's requirements. Upon final analysis and consideration of award, Brown's River Bindery, Inc. was selected without regard to race, gender, color or creed.

The County's new protest policy was part of the solicitation process and all requirements have been satisfied.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Agreement will allow the RR/CC to repair and restore severely damaged Index Books which are a critical component of the County's public records archive.

CONCLUSION

Upon approval and execution of this request, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two originally signed copies of the Agreement to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650

Attention: Erika Bonilla
Assistant Division Manager, Management Operations

Respectfully submitted,



Dean C. Logan
Registrar-Recorder/County Clerk

DCL:NU:EB:co

Attachment (2)

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

<p style="text-align: center;">CONTRACTING WITH COUMMUNITY BUSINESS ENTERPRISE (CBE FIRMS)</p>

I. The process used for identifying CBE vendors:

The Registrar-Recorder/County Clerk distributed the Invitation for Bid (IFB) to vendors listed on the ISD contractor website and others listed on the Internet. Advertisements of the proposal solicitations were placed in the Los Angeles Times, Daily Breeze, The Register, and Eastside Sun.

II A list of firms from which the Department solicited offers:

The bidders list for the Registrar-Recorder/County Clerk's Restoration and Repair of Records Index Books is attached.

III CBE participation (i.e. partners, associate partners, staff, etc. and percentage of minority women-ownership in each firm):

A "Community Business Enterprise Firm Information" form, which is used for statistical information on minority/women participation and ownership, partnership and business certification is attached for the recommended contractor.

IV A comparison of minority participation of competing contractors.

A "Community Business Enterprise" chart for the recommended contractor is attached.

V Stipulation that, on final analysis and consideration of award, contractor was selected without regard to race, creed, or color:

Stipulated in Board Letter.

BIDDER'S LIST

A Crew
15025 Callfa Street
Van Nuys, CA 91411

Brown's River Bindery, Inc.
P.O. Box 8501
One Allen Martin Drive
Essex, VT 05451-8501

Impromptu Creative Services
P.O. Box 67026
Los Angeles, CA 90067-0026

Obra Esthetica
11145 Amigo Ave.
Northridge, CA 91326-2403

Restoration Technologies, Inc.
2427 S. Anne Street
Santa Ana, CA 92704-5308

Restore Solutions, Inc.
2283 Cosmos Court
Carlsbad, CA 92011

Accolade Binders, Inc.
3080 Juniper Drive
Corona, CA 92882-3657

AD Industries Inc.
12160 Sherman Way
North Hollywood, CA 91605-5501

Advance Document Systems
701 E. Gardena Blvd.
Gardena, CA 90248-2922

General Binding Corporation
300 Tower Parkway
Lincolnshire, IL 60069

Golden Rule Bindery, Inc.
17701 San Pasqual Valley Rd., Ste 49
Escondido, CA 92025-5302

Hi-Desert Plan Room Inc.
42033 6th Street West, Suite-A
Lancaster, CA 93534

Houchen Bindery LTD.
340 1st Street
Utica, NE 68456-6061

Information Conversation, Inc.
8834 Mayfield Road, Suite A
Chesterland, OH 44026-2632

JCT & Company, Inc.
16266 Salazar Drive
Hacienda Heights, CA 91745-4861

Kater-Crafts Bookbinders, Inc.
4860 Gregg Road
Pico Rivera, CA 90660-2199

Knox Services, Inc.
2250 4th Ave., Suite 200
San Diego, CA 92101-2124

Joseph J. Marotti Company, Inc.
1617 Fairview Drive, Suite I
Carson City, NV 89701

Michael A. Hogle Company
P.O. Box 82
Okemos, MI 48805

Bessenberg Bindery
215 N. 5th Ave.
Ann Arbor, MI 48104

Steadfast Book Bindery & Bare & Weis
Company
938 Penn Avenue
Pittsburgh, PA 15222-3708

Syntagma Book Restoration & Repair
714 Nash Ave.
Menlo Park, CA 94025-2720

Book Repair & Restoration
301 S. Barstow St.
Eau Claire, WI 54701-3604

Northwest Library Bindery, Inc.
121 Avery Street
Walla Walla, WA 99362

Book Binding, Book Repair, Book
Restoration
162 Madison Ave.
New York, N.Y. 10016

C. Dickens Fine, Rare & Collectible
Books & Maps
56 East Andrews Drive NW
Atlanta, GA 30305

Cat Tail Run Hand Bookbinding
2160 Cedar Grove Road
Winchester, VA 22603-2617

Craft Bookbinding Company
518 James K. Polk Street
Clifton, TN 38425

Meyer Bookbinding Company
35 Market Street
Auburn, NY 13021

Applefire Books
9 Veery Road
Attleboro, MA 02703

List and Search for Bid

DOING BUSINESS WITH US

County Home

Home

E-mail

FAQ

Privacy



L.A. county
ONLINE

To Enrich Lives Through Effective and Caring Service

BID POSTING

List and Search for Bid

DOING BUSINESS WITH US

County Home

Home

E-mail

FAQ

Privacy



L.A. county ONLINE

To Enrich Lives Through Effective and Caring Service

Search for Bid to Update

- A B C D E F
- G H I J K L
- M N O P Q R
- S T U V W X
- Y Z All

Search By

Sort By

Help.

This bid was last updated by Cristina Ortiz on 4/30/2009 7:58:10 AM

Update your bid information here . . .

* Indicates a required field.

Bid Number *

Bid Type *

Dept *

Open Date *

Close Date *

Closing Time - Hour:

Min:

Open Continuous - No close date

Amount

Enter like 00,000

Bid Title *

Bid Description - Details *

Commodity/Service Code *

Search Commodities/Services

Commodity Description:

SPECIAL WORK AND REPAIRING: SPECIAL TREATMENT OF RARE VOLUMES, REBACKING OF OLD VOLUMES, ETC.

Contact Information

Name *

Phone *

- - - Ext

Email *

Click button to process an

Click button to upload an

REQUIRED FORMS - EXHIBIT 7

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Brown's River Bindery, Inc.
 COUNTY VENDOR NUMBER: 12202801

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County.

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

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify):

Total Number of Employees (including owners): 27

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		1	1	9	15

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
None					

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

Print Authorized Name <u>William Oates</u>	Authorized Signature <u>William Oates</u>	Title <u>CEO / President</u>	Date <u>05/18/09</u>
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Contractor	BROWN'S RIVER BINDERY, INC.	COMPARISON NOT APPLICABLE
Total Number of Employees in Firm	27 (based on information below)	
Owners/Partner/Assoc. Partners	N/A	
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
White	1	
Total		
Women (Should be included in counts above and also reported here separately)		
Managers		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
White	2	
Total	2	
Women (Should be included in counts above and also reported here separately)	1	
Staff		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian	0	
Filipino	0	
White	24	
Total	24	
Women (Should be included in counts above and also reported here separately)	15	
Percentage of Ownership	N/A	
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
White	100%	
Total	100%	
Women (Should be included in counts above and also reported here separately)	55%	
Current Certification as Minority/Women-Owned Firm	NONE INDICATED	
State of California		
City of Los Angeles		
Federal Government		
U.S. Small Business Administration		
County of Los Angeles		

**RESTORATION AND REPAIR OF
RECORD INDEX BOOKS SERVICES
AGREEMENT**



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BROWN'S RIVER BINDERY, INC.

FOR

**RESTORATION AND REPAIR OF
RECORD INDEX BOOKS SERVICES**

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- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)
- K INVOICE DISCREPANCY REPORT
- L NON-EMPLOYEE INJURY REPORT
- M COUNTY'S IFB [*INCORPORATED BY REFERENCE*]
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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
BROWN'S RIVER BINDERY, INC.
FOR
RESTORATION AND REPAIR OF
RECORD INDEX BOOKS SERVICES**

This Agreement for Restoration and Repair of Record Index Books Services is made and entered into as of this ____ day of _____, 2009 (as further defined below, "Effective Date") by and between the County of Los Angeles, hereinafter referred to as "County", and Brown's River Bindery, Inc., a Vermont corporation, located at One Allen Martin Drive, P.O. Box 8501, Essex, Vermont 05451 hereinafter referred to as "Contractor". County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("Department" or "RR/CC") is responsible for recording and maintaining legal documents pertaining to real property ownership, birth, death, and marriage records for the County of Los Angeles; and

WHEREAS, these public records are of historical value and RR/CC currently has over 1500 index books containing these documents that are in need of repair and restoration; and

WHEREAS, RR/CC may contract with private businesses for Restoration and Repair of Record Index Books Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Restoration and Repair Services to antique books and historical paper documents; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1. Agreement. This base document, together with Exhibits A through O, all appendices, attachments and schedules attached hereto and/or thereto, and all Amendments collectively constitute and are collectively referred to herein as this "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement.
- 1.2. Interpretation. 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, good, Service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

Standard Exhibits:

- EXHIBIT A - Statement of Work
 - EXHIBIT B - Pricing List
 - EXHIBIT C - Technical Exhibits:
 - 1 – Contract Discrepancy Report
 - 2 – Performance Requirements Summary (PRS) Chart
 - EXHIBIT D - Contractor's EEO Certification
 - EXHIBIT E - County's Administration
 - EXHIBIT F - Contractor's Administration
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 - EXHIBIT H - Jury Service Ordinance
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 - EXHIBIT J - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
 - EXHIBIT K - Invoice Discrepancy Report
 - EXHIBIT L - Non-Employee Injury Report
 - EXHIBIT M - County's IFB [*Incorporated by reference*]
 - EXHIBIT N - Contractor's Proposal [*Incorporated by reference*]
 - EXHIBIT O - Required Forms
- 1.3. Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all Exhibits, Packages, appendices, attachments, and schedules as the context may require. Wherever

from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. No change to this Agreement shall be valid unless entered into in accordance with Paragraph 8.1 (Amendments).

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.** “Agreement” as used herein shall have the same meaning as set forth in paragraph 1.1 (Agreement).
- 2.2.** “Contractor” as used herein shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the Work covered by the Statement of Work.
- 2.3.** “Contractor Project Manager” as used herein shall have the same meaning as set forth in Paragraph 7.1 (Contractor’s Project Manager).
- 2.4.** “County” as used herein shall mean Los Angeles County
- 2.5.** “County’s Contract Project Monitor” as used herein shall have the same meaning as set forth in Paragraph 6.3 (County’s Contract Project Monitor).
- 2.6.** “County’s IFB” as used herein shall mean the Invitation for Bid for Restoration and Repair of Record Index Books Services, issued by County as of April 30, 2009, together with all exhibits, appendices, attachments and/or schedules thereto. County’s IFB is incorporated into this Agreement by reference as Exhibit M (County’s IFB).
- 2.7.** “County’s Project Director” as used herein shall have the same meaning as set forth in Paragraph 6.1 (County’s Project Director).
- 2.8.** “County’s Project Manager” as used herein shall have the same meaning as set forth in Paragraph 6.2 (County’s Project Manager).
- 2.9.** “Day” or “Day(s)” whether capitalized or not, shall mean Calendar day(s) unless otherwise specified.

- 2.10.** “Department” or “RR/CC” as used herein shall have the same meaning as set forth in the Recitals.
- 2.11.** “Extension Month” as used herein shall have the meaning set forth in Paragraph 4.2.
- 2.12.** “Extension Year” as used herein shall have the meaning set forth in Paragraph 4.2.
- 2.13.** “Fiscal Year” as used herein shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14.** “Initial Term” as used herein shall have the same meaning as set forth Paragraph 4.1 of the Agreement.
- 2.15.** “Party” or “Parties” as used herein, shall have the meaning as set forth in the Recitals.
- 2.16.** “Real Property Records” as used herein shall mean real estate documents recorded and maintained by the Department.
- 2.17.** “Registrar-Recorder/County Clerk” as used herein shall mean the director of the Department of the Registrar-Recorder/County Clerk.
- 2.18.** “Statement of Work” or “SOW” as used herein shall mean Exhibit A attached to this Agreement, together with all appendices, attachments and schedules thereto, as amended from time to time by any Amendment.
- 2.19.** “Subcontractor” or “Subcontractors” as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 8.40 (Subcontracting).
- 2.20.** “Term” as used herein shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement).
- 2.21.** “Vital Records” as used herein shall mean records of birth, death and marriage recorded and maintained by the Department.
- 2.22.** “Work” as used herein shall mean any and all Tasks, Deliverables, goods, Services and other Work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Agreement. Without limiting the foregoing, Work includes all equipment, labor and other supplies required to perform the Services.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, 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 Agreement, 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 AGREEMENT

- 4.1 The Initial Term of this Agreement shall be for four (4) years commencing upon approval of County's Board of Supervisors ("Effective Date"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 At the expiration of the Initial Term and thereafter upon the expiration of each Extension Year or Extension Month, as the case may be, the County shall have the sole option to extend the Term of this Agreement: 1) up to four (4) additional one-year periods (each "Extension Year") and/or 2) up to six (6) month to month extensions (each "Extension Month"), for a maximum total Term of eight (8) years and six (6) months. Each such Extension Year and Extension Month, as the case may be, shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk. The Initial Term and all exercised Extension Years and Extension Months are collectively referred to herein as the "Term".
- 4.3 The Registrar-Recorder/County Clerk shall notify Contractor of any determination to exercise any Extension Year and/or Extension Month not less than thirty (30) days before the applicable Extension Year or Extension Month, as the case may be, is to begin.
- 4.4 The Term of this Agreement will run, in whole or in part, concurrent with County's Fiscal Year which runs July 1 to June 30 of the following year.
- 4.5 The Contractor shall notify the Department when this Agreement 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 the County's Contract Project Monitor at the address herein provided in Exhibit F (County's Administration).

5.0 CONTRACT SUM

- 5.1 The first year of the Agreement will be funded for approximately Four Hundred Thousand dollars (\$400,000). The "Contract Sum" to perform the Work required under this Agreement is Two Million dollars (\$2,000,000).
- 5.2 For subsequent years, funding for Restoration and Repair of Record Index Books Services will be determined annually based on the availability of Recorder Trust Funds. County makes no assumptions or guarantees on the amount of funds, if any, that may be available for Restoration and Repair Services.
- 5.3 Agreement allows the RR/CC to execute amendments increasing or decreasing the contract amount of the Agreement, up to 10% of the original Contract Sum, contingent upon the availability of additional funding from the Recorder Trust Funds. If the option to increase the Contract Sum is exercised, the maximum contract amount for this Agreement will not exceed Two Million, Two Hundred Thousand dollars (\$2.2 million) and is the maximum payable to Contractor over the term of the Agreement including option years.
- 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 Agreement. Upon occurrence of this event, the Contractor shall send written notification to **RR/CC** 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 Agreement. 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 Agreement 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 Agreement.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B (Pricing List), 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 List).
- 5.6.3 The Contractor's invoices shall contain at a minimum, the Contractor's name, address, payment remittance address, invoice date, invoice number, the County Agreement number, period of performance, identify each index book by the level of deterioration as indicated in Exhibit B (Pricing List).
- 5.6.4 The Contractor shall submit the invoices for Work performed to the County by the 15th calendar day of the month following the month that service was completed.
- 5.6.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:
- Registrar-Recorder/County Clerk
Financial Services, Room 7211
12400 Imperial Highway
Norwalk, CA 90650
- 5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project 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.

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following paragraphs is 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 Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project 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 Project Manager.

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

7.1.3 The Contractor's Project Manager must have three (3) years of experience.

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 Project Manager.

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

7.4.1 At any time prior to or during Term of this Agreement, the County may require that all Contractor's staff performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to Work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance.

The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County's Agreement at any time during the Term of this Agreement. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to Paragraph 7.4, shall not relieve the Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

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

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

7.5.4 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

-AND-

7.5.5 Contractor shall cause each non-employee (if any) performing services covered by this Agreement to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS: No change to the Agreement shall be valid unless prepared and executed pursuant to this Paragraph 8.1 (Amendments).

8.1.1 For any change which does not materially affect the scope of Work, Term, Contract Sum as specified in paragraph 5.0 of this Agreement, or payment under this Agreement, an amendment to this Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or designee.

8.1.2 For any change which materially affects the scope of Work, Term, Contract Sum or payment included in this Agreement, an Amendment shall be prepared and executed by the Contractor's authorized official and the County Board of Supervisors.

8.1.3 As used herein, the Term "materially" is defined as being a change in the Statement of Work which would increase the

Contract Sum more than ten percent (10%) thereby exceed \$2.2 million, or a change of more than 90 days to any period of performance.

- 8.1.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or designee.
- 8.1.5 The Registrar-Recorder/County Clerk or designee, may at his/her sole discretion, exercise the Extension Year or Extension Month as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such Extension Year or Extension Month shall not change any other term or condition of this Agreement during the period of such extensions. To implement an Extension Year or Extension Month, an Amendment to the Agreement shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. 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 Agreement 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 Agreement 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 Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year during the Term of this Agreement (including any extensions). The services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 COMPLAINTS

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

- 8.5.1 Within ten (10) business days after the effective date of this Agreement, 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 Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.2 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 8.6.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Agreement 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 Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement 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 Agreement 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 Agreement. 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 Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County.

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

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 Agreement 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 Term of this Agreement.

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 Agreement, 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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, RR/CC 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 RR/CC 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.

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 Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Term of this Agreement 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 Agreement 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 Agreement 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 Agreement or impose other penalties as specified in this Agreement.

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 Agreement 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 Agreement.

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but

not limited to, the Federal Fair Labor Standards Act, for Work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

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

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Agreement 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 Agreement.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be sent to:

Registrar-Recorder/County Clerk
Contracts Section, Room 5203
12400 Imperial Highway
Norwalk, CA 90650
Attention: Cristina Ortiz, Contract Analyst

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

8.24.2 Additional Insured Status and Scope of Coverage

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

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

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

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

8.25 **INSURANCE COVERAGE**

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also

shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Valuable Papers coverage** written on an all risk basis applying to the cost to replace or restore the lost information on the County's valuable papers and records which are entrusted to Contractor. Such coverage shall apply while County's papers and records are in Contractor's care, custody and control, including while in transit, and be maintained in an amount not less than \$1,000,000 per occurrence.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Registrar-Recorder/County Clerk, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar-Recorder/County Clerk, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Registrar-Recorder/County Clerk, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Registrar-Recorder/County Clerk, or designee, determines that there are deficiencies in the performance of this Agreement that the Registrar-Recorder/County Clerk, or designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Registrar-Recorder/County Clerk, or designee, may:

(a) Deduct amount in dispute from the Contractor's payment; 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 One Hundred Dollars (\$100) day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C (Technical Exhibits), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the Term of this Agreement 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 Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement 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 Agreement.

8.28.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Agreement 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. The Registrar-Recorder/County Clerk or designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 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 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Agreement; 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 Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:
- a) The Contractor shall develop all publicity material in a professional manner; and
 - b) During the Term of this Agreement, 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 Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. 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 Agreement. 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 Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.38.3 If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the Work performed under this Agreement, 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 Agreement 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.39 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 Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Agreement 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 Agreement.

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

- a) A description of the Work to be performed by the Subcontractor;
- b) A draft copy of the proposed subcontract; and
- c) Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Registrar-Recorder/County Clerk
Contracts Section, Room 5203
12400 Imperial Highway
Norwalk, CA 90650

before any Subcontractor employee may perform any Work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, 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 Agreement pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

- a) Stop Work under this Agreement on the date and to the extent specified in such notice, and
- b) Complete performance of such part of the Work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

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

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were

obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

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

- a) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts 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;
- b) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c) The appointment of a Receiver or Trustee for the Contractor; or
- d) The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future Fiscal Years unless and until the County's Board of Supervisors

appropriates funds for this Agreement in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.51.1 This Agreement 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.

8.51.2 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.

8.51.3 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.

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

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement 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 Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

8.52 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 8.52.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 8.52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 8.52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 8.52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement 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 (10%) of the amount of the Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a

result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.53 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

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

8.54 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, are nonexclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

8.55 COUNTY’S RIGHT TO RENEGOTIATE AGREEMENT

County retains the right to negotiate the term, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

8.56 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Applicable Documents), 2.0 (Definitions), 5.0 (Contract Sum), 7.7 (Confidentiality), 8.6 (Compliance with Applicable Law), 8.17 (Employment Eligibility Verification), 8.19 (Fair Labor Standards Act), 8.21 (Governing Law, Jurisdiction, and Venue), 8.23 (Indemnification), 8.24 (General Insurance), 8.25 (Insurance Coverage), 8.26 (Liquidated Damages), 8.34 (Notices), 8.36 (Public Records Act), 8.38 (Records Retention and Inspection/Audit Settlement), 8.40 (Subcontracting), 8.48 (Validity), 8.49 (Waiver), 8.55 (Rights and Remedies), 18.56 (Survival).

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

BROWN'S RIVER BINDERY, INC.

By William D. Oates
Name William D. Oates
President
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Richard Kalunian
Acting, County Counsel

By Patrice Salseda
Patrice Salseda
Senior Deputy County Counsel

Exhibit A

**STATEMENT OF WORK
FOR
RESTORATION AND REPAIR OF
RECORDS INDEX BOOKS**

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RESTORATION AND REPAIR OF RECORDS INDEX BOOKS STATEMENT OF WORK

I. BACKGROUND AND PURPOSE

The Registrar-Recorder/County Clerk (RR/CC) is responsible for recording and maintaining legal documents pertaining to real property ownership, birth, death, and marriage records for the County of Los Angeles. These public records provide historical data of vital importance to the County and the public at large.

The older records are cataloged in index books. The books are in loose leaf form in record binders with canvas hard covers. They are housed in the RR/CC headquarters facility basement and stored flat on roller shelves.

The RR/CC currently has over 1500 index books that range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards, and some missing spines causing difficulty in identifying the years and categories. The index books are original handwritten logs and documents, many of which include amendments consisting of additional handwritten information that was logged in at a later time. The sheets show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information, and curls and cockles from page turning. Many sheets have been repaired with tape and many of the index divider tabs missing. A comprehensive restoration program is needed to prevent further deterioration and potential destruction of the County's historical records.

II. MISSION OBJECTIVES

All functions of the RR/CC are conducted under the provisions of the State Constitution, State and County Codes. The recording operation in Los Angeles County is large and complex. It serves the public and other County departments such as the Assessor, Health Services, Public Social Services and Regional Planning. Documents on file are vital to the real estate, legal and banking communities and the general economy of the County. The office processes two million real and personal property documents and 750,000 birth, death and marriage records annually and services approximately 2,000 customers daily.

To meet the RR/CC mission objectives, a comprehensive records restoration and preservation program is of paramount importance.

1.0 SCOPE OF WORK

The scope of work provides for the restoration, repair and preservation of records index books. The work involves the removal of harmful materials, mending, paper de-acidification, page encapsulation and book binding. Herein provided are the specifications and performance requirements for the services.

2.0 QUALITY CONTROL

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

- 2.1 An inspection system covering all services listed in Technical Exhibit 2 (Performance Summary (PRS) Chart) of Exhibit A, (IFB Technical Exhibits). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 2.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement, Paragraph 8 (Standard Terms and Conditions), Paragraph 8.15 (County's Quality Assurance Plan).

3.1 Monthly Conference Calls:

Contractor is required to meet with County Project Manager via conference call on a monthly basis. At the sole discretion of the County, County Project Manager may request a scheduled meeting to be held at RR/CC Headquarters.

3.2 Contract Discrepancy Report (*Technical Exhibit 1 of Exhibit A*)

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Agreement Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

3.3 County Observations

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

4.0 RESPONSIBILITIES

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

COUNTY

4.1 Personnel

The County will administer the Contract according to the Agreement, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 (Amendments).

4.2 Furnished Items

- 4.2.1 RR/CC will identify the index books and level of deterioration to be sent to the Contractor for restoration and repair. County makes no promises on the minimum or maximum number of books to be restored under the Agreement. RR/CC will prepare a transmittal listing of all the books in the specified shipment "transmittal list or

listing” as used herein shall mean an inventory of index books sent to Contractor for Restoration and Repair services.

4.2.2 Other Tasks:

- a) RR/CC will pack the identified index books using Contractor provided shipping materials and labels. RR/CC will contact Contractor for pick up and fax a copy of the transmittal list and shipping receipt to the Contractor.
- b) Upon return of the index books, RR/CC will check the books received against the transmittal listing provided to Contractor. Any discrepancy will be immediately report to Contractor’s Project Manager.
- c) RR/CC shall review the Treatment Report as specified in Paragraph 6.1 of this Statement of Work, and conduct a physical inspection of index books to determine acceptance of Work. If RR/CC deems Work unsatisfactory, County Project Manager shall complete the Contract Discrepancy Report as specified in Paragraph 7.2 of this Statement of Work to correct the performance standard.

CONTRACTOR

4.3 Contractor Project Manager

- 4.3.1 Contractor shall provide a full-time Project Manager and a designated alternate. Contractor shall provide a telephone number, email, or pager where the Contractor Project Manager can be reached Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time.
- 4.3.2 Contractor Project Manager shall act as the central point of contact with the County.
- 4.3.3 Contractor shall appoint an alternative management staff person to act as the Project Manager in the event the Contractor Project Manager is not available. The alternate person shall meet the same minimum requirements and shall be available by telephone, e-mail, or pager Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time.
- 4.3.4 Contractor Project Manager and alternate manager shall have 3 years of experience in the management of records restoration and preservation.

- 4.3.5 Contractor Project Manager/alternate management staff shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Contractor Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 4.3.6 Contractor shall quickly replace any Contractor Project Manager that does not meet County Project Manager approval. If necessary, Contractor shall replace Contractor Project Manager within 10 calendar days and submit resume for County's Project Manager approval.
- 4.3.7 Contractor Project Manager/alternate shall be available to meet with County's Project Manager for periodic consulting either in person, by telephone, or via e-mail. Meetings will be held to discuss problem solving and/or ideas for improving services.

4.4 Personnel

- 4.4.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 4.4.2 Contractor shall adhere to the employee background check of their employees as set forth in Paragraph 7.4 (Background & Security Investigations) of the Agreement.

4.5 Uniforms/Identification Badges

- 4.5.1 Contractor employees or agents shall enter and exit County facility using the public entrance.
- 4.5.2 Contractor's employee or agent are subject to reasonable dress codes when in County facility; shall not bring visitors into the facility; shall not bring in any form of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to authorized search; shall conduct themselves in a reasonable manner at all times; not cause any disturbance in the facility; and otherwise are subject to all rules and regulation's of the facility.
- 4.5.3 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Agreement. Such badge shall be displayed on employee/agent's person at all times he/she is in County facilities.

4.5.4 Contractor employees or agents shall present picture identification to RR/CC personnel before picking up or delivering restoration material.

4.6 Materials and Equipment

Contractor is responsible for the purchase of all supplies, materials and equipment to provide the required services. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

4.7 Training

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

4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear when operating equipment in accordance with Paragraph 8.5.3 (Injury & Illness Prevention Program) in the Agreement

4.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance on the Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.9 Furnished Items

Contractor shall deliver to RR/CC completed restored and repaired records index books as specified in this Statement of Work.

5.0 SPECIFIC CONTRACTOR TASKS

Contractor shall perform all procedures in accordance with generally accepted standards of conservation and restoration practices.

5.1 GENERAL REQUIREMENTS

5.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of restoring paper files as may now be in effect or as any

of them may be modified or amended from time-to-time or as may be enacted and effective during the Agreement term.

- 5.1.2 Contractor shall provide all personnel, supplies, and equipment required to perform the services specified in this SOW.
- 5.1.3 Contractor shall have sufficient capacity to handle up to five (5) index books at a time. County makes no promises on the minimum number of index books to be sent at one time.
- 5.1.4 Index books shall be picked up and returned to:

County of Los Angeles Registrar-Recorder/County Clerk
Attention: Portia Sanders
12400 Imperial Hwy, Room 5001A
Norwalk, CA 90650
(562) 462-2741
- 5.1.5 Contractor shall return the completed index books within twelve (12) weeks from the pick up date.
- 5.1.6 Contractor shall redo any and all completed index books that do not meet SOW specifications at no additional cost to RR/CC.
- 5.1.7 Contractor shall establish an answering service for all service call/requests from RR/CC requiring information from index books currently in Contractor's possession.
- 5.1.8 Contractor shall respond to all requests from RR/CC staff within two (2) hours of original request.
- 5.1.9 Contractor shall return to County Project Manager, all County property in Contractor's possession upon expiration or termination of the Agreement.
- 5.1.10 Contractor employee or agent, "agent" as used herein shall mean Contractor's third party representative, shall review and sign transmittal list acknowledging pick up of index books. Transmittal list will also be signed by RR/CC staff. One copy of the transmittal list shall be left with RR/CC and another copy shall be delivered to Contractor with the index books for restoration.
- 5.1.11 Contractor employee or agent shall prepare and sign a transmittal listing of the index books being returned to RR/CC. RR/CC will acknowledge receipt of completed index books and sign off.

- 5.1.12 Contractor employee or agent shall NOT pick up or deliver index books without the transmittal list. If Contractor employee or agent cannot obtain signature, Contractor employee shall call the County Project Manager to resolve the issue.
- 5.1.13 Contractor's Project Manager or alternative shall call the County Project Manager when a delay of any type is anticipated.
- 5.1.14 Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from RR/CC.
- 5.1.15 Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) to verify page order.
- 5.1.16 Contractor restoration process/treatment of each record shall result in a life expectancy of at least 300 years.
- 5.1.17 Contractor shall be able to retrieve information from any index book in Contractor's possession to service RR/CC's customers. Contractor shall transmit requested information and/or images from documents/books to RR/CC within 24 hours from request.

5.2 SHIPPING AND RECEIVING

- 5.2.1 Contractor shall provide all packing materials, instructions, and mailing labels to RR/CC.
- 5.2.2 Contractor shall track all shipments while in transit to ensure receipt and return of the index books. All shipments shall be tracked and fully insured.
- 5.2.3 Contractor shall provide shipping/courier services. Shipping charges will be billed "at cost" to County with no additional charge for handling.
- 5.2.4 Contractor shall notify RR/CC when index books are received at their facility.
- 5.2.5 Contractor shall provide to County Project Manager shipping and receiving receipt.
- 5.2.6 Contractor shall verify titles with transmittal list. Stamping sheet shall be printed and faxed to RR/CC for approval.

5.3 RESTORATION AND REPAIR PROCESS

5.3.1 Contractor shall have the capability to convert one (1) book consisting of approximately 100 pages within twelve (12) weeks.

5.3.2 Treatment Report:

Contractor shall record all restoration and repair work for each index book on the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) in this Statement of Work.

5.3.3 Dismantle Bindings:

Contractor shall completely dismantle the index book. Index book spine and folds of the sections shall not be cut in any way off the backs of the documents. The text block shall be well cleaned and carefully disassembled. Dismantling shall include:

- Removal of all original binding materials and adhesive residues
- Removal of any staples, paper clips, brads, etc.
- Removal of any pressure sensitive tape and old glue
- Removal of any sheets that are blank on both sides.
- If necessary, manual separation of folios into single sheets.

5.3.4 Repair/Restore:

5.3.4.1 Contractor shall flatten, mend, reinforce and de-acidify paper pages.

5.3.4.2 Contractor shall mend and guard paper tears using lightweight Japanese tissue matched closely in color and flexibility to the page being repaired. All tear repairs and guarding of folios are to be ethyl cellulose pasted or equivalent. Sufficient press time shall be allowed after mending to ensure paper will not cockle and that text block lies flat with no external pressure.

5.3.4.3 Contractor shall reinforce weak or tattered sheets to maintain mechanical integrity of document.

5.3.4.4 Contractor shall repair or replace index tabs as necessary.

5.3.5 Trim/Flatten:

Contractor shall neatly hand trim sheets as needed to form consistent size and appearance without deleting or distorting original index sheets.

5.3.6 De-acidification:

Contractor shall de-acidify and buff each page/folio by using non-aqueous spray using magnesium oxide (Bookkeeper or equivalent). As needed, Contractor shall wash materials containing non-water soluble inks.

5.3.7 Preservation:

5.3.7.1 Contractor shall encapsulate pages where necessary utilizing 3 mil polyester envelopes. Polyester envelopes must be Mylar Type D or equivalent. Envelopes must be uniform size with heat seal weld on edges (not ultrasonic weld).

5.3.7.2 Contractor shall place envelopes in Public Record binder utilizing Tenacity TMC or equivalent hard back cover type with piano hinge.

5.3.7.3 Loose leaf volumes shall be in binder as follows:

- Cover material of customer's choice (see below Section 5.3.8.1)
- Metals of .035 gauge polished nickel plated cold rolled steel.
- Upright rough post diameter as necessary 5/16 or as original
- Binders shall be lettered on spine with gold foil and according to stamping information supplied by Contractor and approved by County Project Manager.

5.3.8 Rebinding:

5.3.8.1 As needed, Contractor shall provide suitable permanent binders that would preserve the quality of the index books. Contractor shall provide County Project Manager a minimum of three (3) samples covers to choose from and County Project Manager shall select and approve cover prior to Contractor proceeding with any work.

- 5.3.8.2 Binding style can be “case construction” with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewing end papers.
- 5.3.8.3 Sewing shall be done by hand, with sewing thread thickness evaluated and selected for each volume. Sewing thread shall be unbleached linen stock or equivalent. Tapes shall be linen or cotton.
- 5.3.8.4 Backing material shall be linen of 50-75 threads per square inch weight.
- 5.3.8.5 End sheets shall be durable alkaline machine-made paper such as 80 pound text Mohawk Super Fine ivory or 100 pound text weight Mohawk Super Fine Soft White or equivalent.
- 5.3.8.6 Hinge shall be of Library Buckram or equivalent and most open with no strain on text block.
- 5.3.8.7 Boards shall be of high quality acid-free binder board and must be of sufficient thickness to preclude sagging or wrapping due to moisture or use.
- 5.3.8.8 Cover material shall be hard-finish Hewitt vegetable tanned goat skin or equivalent.
- 5.3.8.9 Tooling shall be performed with 23-karat gold foil.

5.3.9 Index Book Title Stamping:

- 5.3.9.1 Title of book shall follow the same format/style or the original. If any discrepancy is found, Contractor shall notify RR/CC. Any changes shall be reported and approved by RR/CC before any changes are made.
- 5.3.9.2 Contractor shall label books and documents using permanent hot stamping to ensure long term easy access. (No written or typed labels).

5.3.10 Treatment Report Preparation:

Contractor shall prepare the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) for RR/CC’s review and inspection as specified in Paragraph 4.2.2 (c) of this Statement of Work.

5.4 SECURITY

- 5.4.1 Contractor shall be responsible for safeguarding any and all County property in transit to and from Contractor and while in Contractor's possession.
- 5.4.2 Contractor shall provide and pay the insurance cost on all shipments to and from County.
- 5.4.3 Contractor shall develop Security and Control Procedures and shall submit them for RR/CC review and approval within ten (10) days of Agreement start date. Contractor's procedure shall identify methods used by Contractor to ensure that County property is safeguarded during transit and while in Contractor's possession. Contractor shall notify County Project Manager of any changes to the Security and Control Procedures within ten (10) days of making changes.
- 5.4.4 Contractor shall provide to County Project Manager Security and Control Procedures within ten (10) days of Agreement start date.

5.5 CONFIDENTIALITY PROTOCOLS

- 5.5.1 Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Agreement and shall implement confidentiality, security and other related requirements of this Statement of Work and elsewhere in the Agreement and the following protocols to ensure all information contained in the index books are kept secure and confidential. County shall seek any remedies provided in this Statement of Work and elsewhere in the Agreement, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Agreement as provided in the Agreement for Contractor's failure to comply with related confidentiality and security requirements.
- 5.5.2 Contractor, its employees or agents are prohibited from copying, recreating or duplicating any part of County records in its possession without the express written authorization from County.
- 5.5.3 Contractor shall not provide a third party with any information from the index books without the express written authorization from County.
- 5.5.4 Contractor shall have each employee working on RR/CC index books sign the Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibits G2 or G3) prior to working on RR/CC index books.

6.0 REPORTING REQUIREMENTS

6.1 TREATMENT REPORT

All restoration and repair work for each index book will be recorded on the Treatment Report sheet. The information recorded on the Treatment Report includes but is not limited to:

- Condition of the book upon receipt
- Number of pages, proper pagination, and blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, Photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the index book

6.2 QUARTERLY REPORTS

Contractor shall prepare quarterly reports that indicate the services rendered for the RR/CC. This report shall be forwarded to the County's Project Manger by the tenth (10th) working day of the following month for which the service was rendered. The report shall include but is not limited to:

- Total number of books processed for each quarter. Quarter months are as follows:
 - July, August, September
 - October, November, December
 - January, February, March
 - April, May, June
- Provide a breakdown on the level of deterioration of books restored/repaired.
- Provide the total cost for the quarter.

7.0 PERFORMANCE REQUIREMENTS SUMMARY

7.1 All listings of services used in Technical Exhibit 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (IFB Technical

Exhibits) are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 7.2 The services required under this SOW will be monitored by County to ensure the requirements of the Agreement are being met. County Project Manager will oversee the day-to-day administration of the Agreement and will use Exhibit 2, Performance Requirement Summary (PRS) chart to monitor the requirements of the Agreement. If at any time during the term of the Agreement, the work does not meet the performance standards, the County Project Manager shall prepare a Contract Discrepancy Report (CDR) Exhibit A, Technical Exhibit 1). The County Project Manager will issue the CDR to the Contractor within five (5) working days of discovering the unsatisfactory performance. Contractor shall respond to RR/CC within five (5) working days from receipt of the CDR and correct the discrepancy at no additional cost to RR/CC.

- 7.3 County Project Manager will work with Contractor's Project Manager to coordinate requirements and correct any problems that could threaten the timely completion of the Project. Serious or repeated problems will be referred to the County Project Director. The decision to impose any penalty as stated in the Paragraph 8.25 (Liquidated Damages) of the Agreement shall rest solely on the County Project Director and his/her decision shall be final. Contractor's failure to correct and sustain acceptable work performance shall be referred to Registrar-Recorder/County Clerk or designee for review and possible termination of the Agreement.

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IFB PRICING LIST

(REQUIRED FORMS - EXHIBIT 12)

(Page 1 of 2)

Items for Restoration and Repair Services will include, but is not limited to the processes listed Section A. It is understood that items vary in size and state of deterioration. The prices listed in Section B represent a realistic price based on a thorough review and understanding of the Statement of Work. The unit prices provided in Section B shall include labor and materials, including any applicable taxes, and shall be a **not to exceed amount** for the corresponding size of the item in the corresponding state of deterioration.

SECTION A:

<u>Labor - Process:</u>	<u>Materials:</u>
<ul style="list-style-type: none"> • Evaluation of each item and recording on Treatment • Dismantling • Collating un-numbered document • Tape removal • Staple removal • Surface cleaning • Trimming • Mending tear • Re-covering • Alkalizing • De-acidification • Page Encapsulation • Assembly into binders • Quality Control check • Final documentation • Packing 	<ul style="list-style-type: none"> • Packing supplies • Acid-free paper • Japanese tissue • Ethyl cellulose adhesive • Wei T'o solution or magnesium oxide for non water soluble inks • And any applicable tax • Shipping and insurance costs will be billed at the actual cost charged by carrier

PRICING SHEET

(REQUIRED FORMS - EXHIBIT 12)

UNIT PRICES - LEVEL OF DETERIORATION			
SIZE	LOW (Fair)	MEDIUM	POOR
	<ul style="list-style-type: none"> ➤ Small tears in pages ➤ Minimal usage of scotch tape ➤ minimal acidification ➤ outer binder worn, but still readable 	<ul style="list-style-type: none"> ➤ noticeable tears and small bits of missing pieces from pages ➤ moderate usage of scotch tape ➤ moderate acidification ➤ outer binder torn, but in tact for most part 	<ul style="list-style-type: none"> ➤ large tears in pages or large pieces missing from pages ➤ extensive use of scotch tape ➤ extensive acidification ➤ pages loose from binder ➤ large curls in paper ➤ binder crumbling, spines missing, in several pieces
10 x 10	\$920.00	\$1190.00	\$1480.00
15 x 17	\$960.00	\$1240.00	\$1550.00
18 x 14	\$1070.00	\$1300.00	\$1620.00

SECTION C - Additional Costs per item:

Tenacity Champ Binders:

Limitation: \$ Included in price

Genuine leather \$ 150.00

TECHNICAL EXHIBITS

TABLE OF CONTENTS

<u>Exhibits</u>	<u>Page</u>
1	CONTRACT DISCREPANCY REPORT1
2	PERFORMANCE REQUIREMENTS SUMMARY CHART2

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
AGREEMENT: Paragraph 7.0 – (Administration of Contract-Contractor), Paragraph 7.1 (Contractor’s Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and Inspection	\$50 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Paragraph 8.38 (Record Retention & Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38	Inspection	\$50 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Paragraph 8.40 (Subcontracting)	Contractor shall obtain County’s written approval prior to subcontracting any work.	Observation and Inspection	\$100 per occurrence; possible termination for default of contract
SOW: Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.1 (Contractor)	Contractor’s Project Manager and alternate shall be available and accessible to RR/CC via telephone, e-mail, or pager, Monday thru Friday, 8:00 a.m. – 5:00 p.m., PST.	Observation	\$50 per occurrence.
SOW:Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.3 (Contractor)	Contractor’s shall provide an alternative management staff person to act as the Project Manager in the event the Project Manager is not available by telephone , e-mail or pager, Monday thru Friday, 8:00 a.m. until 5:00 p.m. P.S.T.	Observation and Inspection	\$1,000 per day.
SOW: Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.6 (Contractor)	If necessary, Contractor shall replace Project Manager within 10 calendar days and resume approved.	Observation and Inspection	\$1,000 per day
SOW:Exhibit A, Paragraph 5.0 (Specific Contractor Tasks), Paragraph, 5.1.3 (General Requirements)	Contractor shall have sufficient capacity to handle up to five (5) index books at a time.	Observation and Inspection	\$1,000 per day.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.5 (General Requirements)	Contractor shall return the completed index books within twelve (12) weeks from the pick up date.	Inspection	\$1,000 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.8 (General Requirements)	Contractor shall respond to all requests from RR/CC staff within three (2) hours of original request.	Observation and Inspection	\$1,000 per day per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.14 (General Requirements)	Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from RR/CC.	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.15 (General Requirements)	Contractor shall conduct quality control checks including a comparison to the Treatment Report sheet to verify page order.	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.17 (General Requirements)	Contractor retrieves information from any index book in Contractor's possession and transmits requested information and/or images from documents/books to RR/CC within 24 hours from request.	Observation and Inspection	\$100 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraphs, 5.2.1 and 5.2.3 (Shipping & Receiving)	Contractor shall provide all packing materials, instructions, and mailing labels to RR/CC and shipping/courier services. Shipping charges are billed "at cost" with no additional charge for handling.	Observation and Inspection	\$1,000 per occurrence. Any cost incurred by County will be referred to Contractor or deducted from payment due Contractor
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.2.5 (Shipping & Receiving)	Contractor shall notify RR/CC when index books are received at their facility.	Observation and Inspection	\$500 per day.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.3 (Dismantle Bindings)	Contractor dismantles the index books as specified in Paragraph 5.3.3.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0(Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.4 (Repair/Restore)	Contractor performs all repaired and restored tasks as specified in Paragraph 5.3.4.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.5 (Trim/Flatten)	Contractor hand trims sheets as specified in Paragraph 5.3.5.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.6 (De-Acidification)	Contractor de-acidifies and buffs each page/folio as specified in Paragraph 5.3.6.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.7 (Preservation)	Contractor shall provide all preservation tasks as specified in Paragraph 5.3.7.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.8 (Rebinding)	Contractor shall provide all rebinding tasks as specified in Paragraph 5.38.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.9 (Index Book Title Stamping)	Contractor shall provide all index book title stamping tasks as specified in Paragraph 5.39.	Observation and Inspection	\$1,000 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.10	Contractor shall prepare the Treatment Report for RR/CC's review and to use for the physical inspection of index books to determine acceptance of Work.	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraphs 5.4.1 and 5.4.2	Contractor complies with all the security requirements as specified in Paragraphs 5.4.1 and 5.4.2.	Observation and Inspection	\$500 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraph 5.4.3	Contractor shall notify County Project Manager of any changes to the Security and Control Procedures within ten (10) days of making changes	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraph 5.4.4	Contractor shall provide the Security and Control Procedures to County within ten (10) days of Agreement start date.	Observation and Inspection	\$1,000 per occurrence

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EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Brown's River Bindery, Inc.
 Contractor Name
One Allen Martin Drive P.O. Box 8501 Essex, VT 05451
 Address
26-4034328
 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 No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

William Cates, CEO / President
 Authorized Official's Printed Name and Title


 Authorized Official's Signature 05/18/09 Date

Exhibits for Sample IFB Agreement:

COUNTY'S ADMINISTRATION

CONTRACT: RESTORATION AND REPAIR OF RECORD INDEX BOOKS SERVICES

COUNTY PROJECT DIRECTOR:

Name: SHARON A. GONTERMAN
Title: Assistant Registrar-Recorder/County Clerk
Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
Telephone: (562) 462-2073
Facsimile: (562) 868-5984
E-Mail Address: sgonterman@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: PORTIA SANDERS
Title: Assistant Division Manager
Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
Telephone: (562) 462-2983
Facsimile: (562) 868-5139
E-Mail Address: pdsanders@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Marie Ketcheshawno
Title: Administrative Contract Monitor
Address: 12400 Imperial Highway, Room 5203
Norwalk, CA 90650
Telephone: (562) 462-2904
Facsimile: (562) 863-8407
E-Mail Address: mketcheshawno@rrcc.lacounty.gov

CONTRACTOR'S NAME: BROWN'S RIVER BINDERY, INC.CONTRACT: RESTORATION AND REPAIR OF RECORD INDEX BOOKS SERVICES**CONTRACTOR'S PROJECT MANAGER:**

Name: Charles Remmey
 Title: Authorized Official
 Address: One Allen Martin Dr.
Essex Junction, VT 05452
 Telephone: 802-878-3335
 Facsimile: 802-878-0932
 E-Mail Address: brownsriver@juno.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: William Oates
 Title: President
 Address: 3890 W. Northwest Hwy #600
Dallas, TX 75220
 Telephone: 214-442-6668
 Facsimile: 214-442-6669
 E-Mail Address: william.oates@brc.us

Name: Dennis Curran
 Title: Sales Director
 Address: One Allen Martin Dr.
Essex Junction, VT 05452
 Telephone: 802-878-3335
 Facsimile: 802-878-0932
 E-Mail Address: brownsriver@juno.com

Name: Charles Remmey
 Title: Authorized official
 Address: One Allen Martin
Essex Junction, VT 05452
 Telephone: 802-878-3335
 Facsimile: 802-878-0932
 E-Mail Address: brownsriver@juno.com

Notices to Contractor shall be sent to the following:

Name: Charles Remmey
Title: authorized official
Address: One Allen Martin Dr.
Essex Junction, VT 05452
Telephone: 802-878-3335
Facsimile: 802-878-0932
E-Mail Address: brownsriverojunc.com

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 Brown's River Binery Inc Contract No. Bid# 09-001

Employee Name All Brown's River Inc's Employees

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: William Dates

DATE: 07/16/09

PRINTED NAME: William D. Dates

POSITION: President

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 Brown's River Bindery Inc Contract No. 09-001 Bid #

Non-Employee Name For this project Brown's River will not use Any Non-employee Staff.

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: William Dates

DATE: 07/16/09

PRINTED NAME: William D. Dates

POSITION: President

Brown's River Marotti Company

Employee List for Exhibit G2

EXHIBIT G2 – LIST

<u>Last Name</u>	<u>First Name</u>
Balthus	Sue
Bartlett	Emily
Bell	Christina
Broughton	Brenda
Bushey	Cara
Clagett	John
Cootware	Kevin
Curran	Dennis
Derner	Joshua
Fogtman	Kristi
Forguites	Anna
Frechette	Tracy
Gavin	Denise
Gilbreath	Tina
Goodrich	David
Gosto	Davorka
Hannaford	Susan
Harper	Heather
Holzer	Marianna
Homola	Carole
Howard	Hilary
Julow	Lindsey
Krueger	Catherine
Leech	Barbara
MacCarthy	Thomas
Malaspina	Marta
Marotti	Chris
Marotti	Michael
Marotti, Jr.	Joseph J.
Mayhew	Leah
McMullen	Susan
Mercer	Diane
Merchant	Kathy
Merrill	Diane
Merrill	Erin
Nuckolls	Morgan
Palladino	Lee
Paradis	Claudette
Poturski	Donna
Quain	Megan
Remmey	Charles
Remmey	Janet
Robinson	Susan
Siegchrist	Jean
St. Peter	Claudia
Stokes	Ryjul
Sweeney	Susan
Thompson	Shelley
Weiss	Liz
Wetherby	Scott
Zamarripa	Ruth

All employees listed on this page
signed Exhibit G2. Originals on file.

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. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

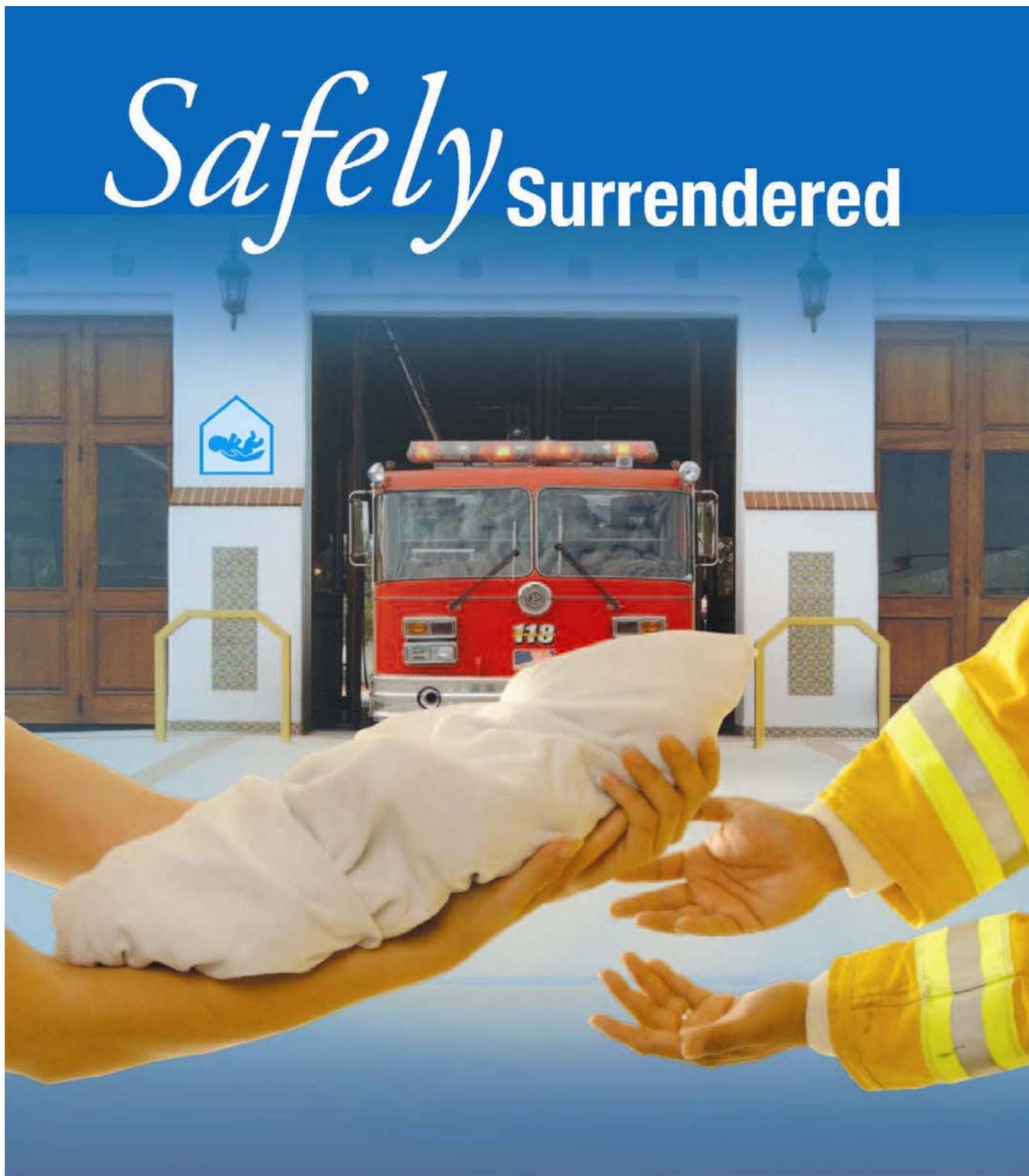
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/

/

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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





Notice 1015

(Rev. December 2007)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

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

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

INVOICE DISCREPANCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges:

2. REVIEWED/SIGNED:

Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager)

Date received from CPD: _____

Explanation regarding Disputed Charges:

Corrective Action Taken:

Signed: _____ Date: _____

Contractor Project Director

Instructions: CPD : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

NON-EMPLOYEE INJURY REPORT

Dept Name _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

- 1. All incidents involving injury to non-employee, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE

1. Name: _____
(Last Name) (First Name) (Middle Name)

2. Address: _____

3. Age: _____ 4. Sex: _____ Male _____ Female

If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg, Street, Number) (City or Town)

6. Location in building _____
(In detail: Bldg, Floor, Room No.)

7. Date of Occurrence _____ Hour _____ AM/PM 8. Weather _____ Clear _____ Rain _____

POLICE REPORT: Yes No POLICE AGENCY REPORTING _____ STATION _____ DEPT.#: _____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____

10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: _____
(If necessary, continue on separate sheet)

11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____

12. Was there any defect or foreign substances or object involved? If so, describe: _____

13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured, whether right or left, etc. If exact nature of injury is undetermined, give opinion: _____

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____
Type of Treatment: _____

16. Was ambulance called? _____ Which company _____ By whom? _____

17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

18. Statement of injured as to what happened: _____

19. Witness No. 1: Name: _____
(Last Name) (First Name) (Middle Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

20. Witness No. 2: Name: _____
(Last Name) (First Name) (Middle Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

Date Report Prepared: _____

**COUNTY'S IFB
(INCORPORATED BY REFERENCE)**

**CONTRACTOR'S PROPOSAL
(INCORPORATED BY REFERENCE)**

REQUIRED FORMS



REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

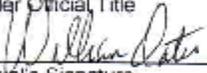
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who.
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Brown's River Bindery, Inc.
Bidder Name

William Gates, CEO / President
Bidder Official Title


Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

William Peter

Date: 05/18/09

REQUIRED FORMS - EXHIBIT 7

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Brown's River Bindery, Inc.
 COUNTY VENDOR NUMBER: 12202801

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 27						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		1	1	9	15

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	45 %
Women	%	%	%	%	%	55 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
none					

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

Print Authorized Name William Oates	Authorized Signature 	Title CEO / President	Date 05/18/09
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REQUIRED FORMS - EXHIBIT 9

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

- A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) NO

- B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

YES _____ NO

- C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES _____ NO _____ N/A (Program not available)

Bidder Organization: Brown's River Bindery, Inc.

Signature: _____

Print Name: William Oates

Title: CEO / President

Date: 05/18/09

Tel.#: (802) 878-3335

Fax #: (802) 878-0932

REQUIRED FORMS - EXHIBIT 10

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

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

Company Name: Brown's River Bindery, Inc.		
Company Address: One Allen Martin Drive P.O. Box 8501		
City: Essex	State: Vermont	Zip Code: 05451
Telephone Number: (802) 878-3335		
Solicitation For <u>Restoration</u> Services:		

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name: William Oates	Title: CEO / President
Signature: 	Date: 05/18/09

