

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

FRANK T. MARTINEZ
City Clerk

KAREN E. KALFAYAN
Executive Officer

When making inquiries
relative to this matter
refer to File No.

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

01-0197-S2

July 8, 2005

City Attorney
Chief Legislative Analyst
Department of Animal Services
Board of Animal Services Commissioners

RE: PERSONAL SERVICE CONTRACT WITH THE SAM SIMON FOUNDATION TO OPERATE A
MOBIL SPAY AND NEUTER VAN

At the meeting of the Council held July 5, 2005, the following action was
taken:

- Attached report adopted..... X
- Attached motion (-) adopted..... _____
- Attached resolution adopted..... _____
- FORTHWITH..... _____
- Mayor concurred..... _____
- To the Mayor FORTHWITH..... _____
- Motion adopted to approve communication recommendation(s)..... _____
- Motion adopted to approve committee report recommendation(s)..... _____
- Ordinance adopted..... _____
- Ordinance number..... _____
- Publication date..... _____
- Effective date..... _____
- Mayor vetoed..... _____
- Mayor approved..... _____
- Mayor failed to act - deemed approved..... _____
- Findings adopted..... _____
- Negative Declaration adopted..... _____
- Categorically exempt..... _____
- Generally exempt..... _____

Frank T. Martinez

City Clerk
crm

FR

*at
7/12/05*

PLACE IN FILES
JUL 12 2005
DEPUTY



TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your PUBLIC SAFETY Committee

reports as follows:

Public Comments: Yes No
XX

PUBLIC SAFETY COMMITTEE REPORT relative to personal service contract with the Sam Simon Foundation to operate a Mobil Spay and Neuter Van.

Recommendations for Council action:

1. AUTHORIZE the General Manager, Animal Services Department (ASD), or designee, to negotiate and execute a contract with the Sam Simon Foundation to operate a Mobil Spay and Neuter Van.
2. INSTRUCT the ASD to include a minimum performance requirement in the new contract to ensure that the contractor will comply with the contractual obligation of 7,000 surgeries per year.
3. INSTRUCT the ASD to report back quarterly on the performance of the new contractor.

Fiscal Impact Statement: The ASD reports that the ASD proposed budget for Fiscal year 2005-06 includes \$500,000 to fund the Mobil Spay and Neuter Van program.

Summary:

On April 21, 2004, City Council approved a recommendation from the Public Safety Committee to authorize the ASD to release an RFP for a new contractor to operate a Mobil Spay and Neuter Van. This program allows low-income residents to receive free spay or neuter surgeries from a mobil spay/neuter van that will travel to and temporarily locate, on a daily basis, in areas near these residents. The RFP originally requested a minimum of 4,000 to a maximum of 4,500 surgeries per year.

In a report dated June 17, the ASD indicates that the RFP was advertised nationally through direct mail, newspapers and websites and two proposals were received. An Evaluation Committee, consisting of five evaluators reviewed the proposed and recommended the Sam Simon Foundation. The Sam Simon Foundation indicated that it will be able to perform 7,000 spay/neuter surgeries per year, which exceeds the estimated amount requested in the RFP. The ASD states that any additional cost, above and beyond the City's budget of \$500,000 will be absorbed by the Sam Simon Foundation and provided at no cost to the City.

At its regular meeting on June 27, 2005, the Public Safety Committee discussed this matter. A Department representative stated that the Sam Simon Foundation has agreed to conduct 7,000 surgeries annually. And, if the cost is above the allocated \$500,000, the Foundation will conduct the

surgeries at not additional cost to the City. The Committee concurred in the Animal Services Commissioners's recommendation to authorize the General Manager to negotiate and execute a Personal Services Contract with the Sam Simon Foundation to operate the Mobil Spay/ Neuter Van. The Committee also requested that ASD include a minimum performance requirement in the contract, to ensure that the new contractor performs the requisite number of surgeries that they indicated and to report back quarterly on the performance of the new contractor. This matter is now being forwarded to Council for consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Craig Kisalunga

Dan...

Bernard C. ...

<u>MEMBER</u>	<u>VOTE</u>
MISCIKOWSKI	YES
REYES	ABSENT
PARKS	YES
WEISS	ABSENT
ZINE	YES

AB
6-28-2005

Report
ADOPTED

JUL 05 2005

LOS ANGELES CITY COUNCIL

COUNCIL VOTE

Jul 5, 2005 10:41:26 AM, #6

ITEM NO. (12)

Voting on Item(s): 12

Roll Call

CARDENAS	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
LABONGE	Absent
PARKS	Yes
PERRY	Yes
REYES	Yes
ROSENDAHL	Yes
SMITH	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
VACANT	Absent
VACANT	Absent

Present: 12, Yes: 12 No: 0

**PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION**

Council File No. _____

- | | | |
|-------------------------------------|--|-----------------|
| <input type="checkbox"/> | Council Member(s) _____ | |
| <input type="checkbox"/> | Mayor (with/without file) | (Mail Stop 370) |
| <input type="checkbox"/> | City Administrative Officer | (Mail Stop 130) |
| <input checked="" type="checkbox"/> | City Attorney / <i>CITY ATTY</i> <i>w/BLUE SHEET</i> | (Mail Stop 140) |
| <input checked="" type="checkbox"/> | Chief Legislative Analyst | (Mail Stop 136) |
| <input type="checkbox"/> | Controller | (Mail Stop 183) |
| <input type="checkbox"/> | Personnel Department | (Mail Stop 391) |
| <input type="checkbox"/> | Police Department | (Mail Stop 400) |
| <input type="checkbox"/> | Board of Police Commissioners | (Mail Stop 400) |
| <input type="checkbox"/> | Fire Department | (Mail Stop 250) |
| <input type="checkbox"/> | Board of Fire Commissioners | (Mail Stop 250) |
| <input checked="" type="checkbox"/> | Department of Animal Regulation <i>Services</i> | (Mail Stop 105) |
| <input checked="" type="checkbox"/> | Board of Animal Regulation <i>Services</i> Commissioners | (Mail Stop 105) |
| <input type="checkbox"/> | Dept. of Building and Safety | (Mail Stop 115) |
| <input type="checkbox"/> | Board of Building and Safety Commissioners
Building Advisory Appeal Board | (Mail Stop 115) |
| <input type="checkbox"/> | Department of Social Service | (Mail Stop 700) |
| <input type="checkbox"/> | Board of Social Service Commissioners | (Mail Stop 700) |
| <input checked="" type="checkbox"/> | _____ | |
| <input type="checkbox"/> | _____ | |

CITY OF LOS ANGELES SPEAKER CARD

Date 6/27/05

Council File No., Agenda Item, or Case No. 9

I wish to speak before the Public Safety
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? For proposal
 Against proposal
Name: RACHEL PAAP General comments

Business or Organization Affiliation: Sam Siman Foundation

Address: _____
Street City State Zip

Business phone: 323 459 9722 Representing: Sam Siman Foundation

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date: June 27/05

Council File No., Agenda Item, or Case No. 9

I wish to speak before the Public Safety
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: Teri Austin () Against proposal
 General comments

Business or Organization Affiliation: The Amanda Fawn

Address: 351 N - Foothill Rd CA 90210
Street City State Zip

Business phone: 310-278-2935 Representing: The Amanda Fawn

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date June 27/05

Council File No., Agenda Item, or Case No. #9

I wish to speak before the Public Safety Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal
() Against proposal
Name: Phyllis Danghary () General comments

Business or Organization Affiliation: Animal Issues Now

Address: 420 N Bonnie Brae St. L.A CA 90028
Street City State Zip

Business phone: 213/413-6428 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

BOARD OF
ANIMAL SERVICES
COMMISSIONERS

KATHLEEN RIORDAN
PRESIDENT

ALEXANDER F. RUBALCAVA
VICE PRESIDENT

ERIKA BRUNSON

TARIQ A. KHERO

DEBORAH ANN KNAAN

City of Los Angeles
CALIFORNIA



JAMES K. HAHN
MAYOR

DEPARTMENT OF
ANIMAL SERVICES
419 South Spring Street
14th Floor
Los Angeles, CA 90013
(213) 473-8253
FAX (213) 473-7511

GUERDON H. STUCKEY
GENERAL MANAGER

June 17, 2005

The Honorable Public Safety Committee
City of Los Angeles, C/O City Clerk's Office
Los Angeles City Hall
200 North Spring Street, Room 395
Los Angeles, California, 90012

Attention Adrienne Bass, Legislative Assistant

Dear Honorable Members:

RECOMMENDATION: That the City Council's Public Safety Committee approve the action of the Board of Animal Services Commission (Commission) as recommended by the Department of Animal Services General Manager to negotiate and execute a personal services contract with the Sam Simon Foundation to operate a Mobil Spay and Neuter Van.

BACKGROUND: On June 13, 2005, the Commission voted to approve the General Manager's recommendation to negotiate and execute a contract with the Sam Simon Foundation. The City of Los Angeles (City) is funding a program whereby low-income Los Angeles residents may receive free spay/neuter surgeries from a mobile spay/neuter van that will travel to and temporarily locate, on a daily basis, in areas near where they live. The number of mobile spay/neuter van surgeries to be performed under the proposed agreement is estimated at a minimum of 4,000 to a maximum of 4,500 surgeries per year.

Request for Proposals' were advertised nationally through direct mail, newspapers and websites to Universities, Animal Rescue Groups, Veterinary Hospitals, Veterinary Medical Associations, Foundations and other Animal Organizations. Two proposals were received.

An Evaluation Committee, consisting of five Evaluators was assembled to review the proposals. The recommendations of the Evaluation Committee were forwarded to the General Manager for a final decision. The General Manager reviewed the recommendations of the Evaluation Committee and determined the Sam Simon Foundation can provide the greatest service at the lowest cost.

The Sam Simon Foundation has indicated that it is able to perform 7,000 spay/neuter surgeries

JUN 23 2005
PUBLIC SAFETY

AN EQUAL EMPLOYMENT OPPORTUNITY—AFFIRMATIVE ACTION EMPLOYER

Visit our website at www.LAAnimalServices.com

RECEIVED
CITY CLERK'S OFFICE

2005 JUN 22 AM 6:36

CITY CLERK

BY *[Signature]* DEPUTY

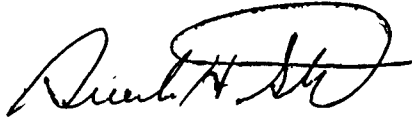
2005 JUN 22 AM 6:36

annually. This exceeds the estimate of 4,000 to 4,500 surgeries called for in the Department's Request for Proposal. Any additional cost, above and beyond the City's budget of \$500,000 will be absorbed by the Sam Simon Foundation and provided at no additional cost to the City.

Fiscal Impact: The Department's proposed budget for Fiscal Year 2005-06 includes \$500,000 to fund the Mobile Spay/Neuter Van.

Should you have any questions feel free to contact me at 213-473-8253.

Sincerely,



GUERDON H. STUCKEY
General Manager

GHS:RP:HE

Attachment(s): Mobil Spay and Neuter Van Contract

cc: Adena Tessler, Legislative Deputy, Council District 11
Angela Berumen, Administrative Analyst, CAO
Howard Ellis
Ross Pool
File

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND THE
SAM SIMON FOUNDATION
FOR THE OPERATION OF THE SPAY/NEUTER VAN

THIS AGREEMENT is entered into as of _____, 2005, (the "Effective Date") between the City of Los Angeles (City), a municipal corporation, acting by and through the Department of Animal Services (hereinafter referred to as "Department") and the Sam Simon Foundation, a California-based non-profit organization, authorized to do business in the State of California, (hereinafter referred to as "Sam Simon") with regard to the following:

WHEREAS, the Department desires Sam Simon to provide spay/neuter surgeries, performed in a mobile spay/neuter van, to qualifying City residents in low-income areas of the City; and

WHEREAS, the mobile spay/neuter surgeries will augment the Department's present Pet Sterilization Program; and

WHEREAS, the Department has solicited and received a proposal for the mobile spay/neuter services, through the Request For Proposal process, and has determined that Sam Simon's proposal satisfies the Department's requirements.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations set forth herein, the parties agree as follows:

SECTION I. INCORPORATION OF ATTACHMENTS

The following Exhibits are hereby incorporated into and made a part of this agreement:

- A. Appendix A – Standard provisions for City personal services contracts (revised 1/1/2001).
- B. Appendix B – The Department's Request For Proposal (hereinafter referred to as "RFP") issued on February 24, 2005.
- C. Appendix C – Sam Simon's proposal submitted to the Department on April 29, 2005.

SECTION II. ORDER OF PREFERENCE

In the event of any inconsistency between the provisions of this agreement and/or the Appendices, the inconsistency shall be resolved by giving precedence in the following order:

- A. The provisions set forth in this agreement
- B. Appendix A
- C. Appendix B
- D. Appendix C

SECTION III. TERM OF AGREEMENT

The term of this agreement shall be for three-years, commencing on the Effective Date and terminating thirty-six months therefrom.

The Department may terminate this agreement at any time during the term of the agreement by giving 30 days' written notice to Sam Simon.

SECTION IV. DEPARTMENT REQUIREMENTS

- A. Each contract year, during the term of the agreement, Sam Simon will provide up to 7,000 spay/neuter surgeries at \$80 per dog and \$60 per cat from the mobile spay/neuter van for the Department.
- B. The van will be available in areas of the City as designated by the Department and in accordance with guidelines and schedules established by the Department.

SECTION V. SAM SIMON SERVICES

A. SURGICAL PROCEDURES

1. Sam Simon shall perform approved surgical sterilizations utilizing veterinarians and registered technicians licensed by the California Board of Veterinary Examiners (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with AVMA guidelines and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older. Surgeries will be performed from a mobile spay/neuter van traveling to and located in low-income areas designated by the City.
2. Spay/neuter surgeries shall be performed a minimum of four days per week, on Saturday, Sunday, Tuesday and Wednesday, including one double intake or high volume day per week and at such other times as agreed to between the Department and Sam Simon, between the hours of 7:00 a.m. to 6:00 p.m.
3. Sam Simon shall perform pre-surgical physical examinations on animals to determine if an animal is qualified for surgical sterilization. The guidelines for acceptance or rejection of animals include, but are not limited to:

- a. Animals that are pregnant or "estrus" may be surgically sterilized at the discretion of the veterinarian.
- b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
- c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee paid by Sam Simon.
- d. Animals of advanced age may require pre-surgical, geriatric blood screening.

B. EMERGENCY MEDICAL TREATMENT

1. Sam Simon will have a person qualified under the California Veterinary Practice Act available to the pet owner twenty-four hours a day for post-surgical inquiries and/or complications related to sterilization surgery. The Veterinarian provided by Sam Simon shall be equipped with a pager and have readily available phone communication at no cost to the pet owner.
2. Sam Simon shall monitor all animals for post-surgical complications. Sam Simon shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner.
3. Sam Simon will provide appropriate medical treatment to animals in its care and control. In the event of medical emergencies that are not related to surgical sterilizations. Sam Simon will stabilize the animal for transportation to a private veterinary hospital at no additional cost to the City or the pet owner.
4. Charges for medical emergency treatments (not surgically related) at referred veterinary hospitals, obtained by the contractor, in addition to stabilization, may be made to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification. All such additional billing charged to pet owners shall be reported by Sam Simon to the Department's program manager, in writing, within 30 days after the animal is released from treatment.

C. CARE OF ANIMALS

1. Care of animals in the custody of Sam Simon shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animals have recovered sufficiently.
2. Animals unclaimed by owner(s) shall be impounded by the Department at the end of the business day, after reasonable efforts are made to contact the pet owner. This policy should be explained in written and oral formats by Sam Simon at the time of admission and/or adoption of the animal.

D. DISCHARGE

All animals shall be released the day of surgery to owners or to the Department with post-operative written instructions, including emergency phone numbers: Should complications arise, Sam Simon shall remain responsible for the care of the animal until the complication(s) is abated.

E. PUBLIC OUTREACH

Sam Simon shall provide a public outreach program to advertise spay/neuter services from the mobile spay/neuter van subject to the approval of the Department.

F. COST OF SUPPLIES, SERVICES AND PERSONNEL

The cost of setting up, staffing (veterinary, managerial, animal care and clerical), maintaining and performing related services under the agreement shall be the responsibility of Sam Simon. Sam Simon shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance and clerical supplies. Other than the cost for spay and neuter, the City is not responsible for payment of any other cost or charges incurred by Sam Simon in providing services under this agreement.

SECTION VI. PROVISIONS OF THE AGREEMENT

A. EXECUTION OF AGREEMENT

Sam Simon will be allowed a maximum of 30 days, from the execution date of the agreement to start-up operations.

B. LEASING

It is the sole responsibility of Sam Simon to provide a mobile spay/neuter van.

C. VAN MAINTENANCE

It is the sole responsibility of Sam Simon to maintain the mobile spay/neuter van in good and working condition, at all times. This shall include regular visits for maintenance, as recommended or required by the manufacturer of the van. All costs for operation of the van, including, but not limited to, leasing, engine maintenance, upkeep, gasoline, parking and insurance shall be the responsibility of Sam Simon.

D. PAYMENT

Sam Simon may invoice the City once every 30 days for the total cost of spay and neuter surgeries completed from the mobile spay/neuter van. Payment by the City for all services rendered under this contract shall not exceed \$500,000 per contract year. Suitable proof of surgeries shall be attached to each invoice. The

monthly invoice should be accompanied with the monthly report described in E3 of this section. Payment will be made after review and approval of work.

E. PRICES AND SERVICES

Price Increases – The prices (fee) stated in the proposal shall be valid for three years from the date the agreement is executed. Other than the services approved by the General Manager, and described by this agreement, Sam Simon cannot provide any other services to the public from the spay/neuter van.

1. Other Services - In addition to the required spay and neuter surgeries as stated herein, Sam Simon may offer to City residents the veterinary services described in its proposal and approved by the General Manager at the cost shown in Appendix D. Except for emergencies, the City's free spay/neuter surgeries will take precedence over all other veterinary services.

The City may occasionally require Sam Simon to conduct Wellness Clinics (vaccine clinics) with the mobile spay/neuter van throughout the City and to provide veterinary services at prices approved by the General Manager.

3. Management Information Reports - The Contractor shall be required to provide to the Program Manager monthly reports summarizing the services provided for the Department by the 10th day after the end of the month. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:
 - a. Dogs and cats (by category) spayed and neutered (by category) from the mobile spay/neuter van.
 - b. The number of post surgical complications reported each month and how each case was resolved.
 - c. Dogs and cats receiving wellness services and which services were provided.

The above-mentioned reports must be submitted with the monthly invoice(s).

The Program Manager must be provided access to Sam Simon's computer and written records including, but not limited to, financial records, patient files, laboratory reports, vendor records, and Drug Enforcement Administration (DEA) logs to the City.

F. TERMINATION OF THE AGREEMENT

1. Termination for Convenience

The City may terminate this agreement with 30 days' written notice to Sam Simon.

2. Termination for Cause

In the event Sam Simon defaults in the performance of any of the terms or conditions of the agreement, or becomes unable through personal non-capacity to fulfill its obligations under the agreement, or defaults in the performance of any of the other terms or provisions therein required, the Department shall have the following options without any further notice or authorization from Sam Simon, and its choice of any option shall in no way waive its rights to select any other option at any time:

- a. The Department may give Sam Simon written notice of such default. If Sam Simon does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the agreement, and in addition may assume the operation of the mobile spay/neuter van, and exclude Sam Simon from the premises; and/or;
- b. The Department may retain any of Sam Simon's unpaid reimbursement in its possession and any of Sam Simon's property on the premises and apply the same to the payment of any and all claims which may be due the Department; and/or;
- c. The Department may recover by law any and all claims which may be due the Department; and/or;
- d. The Department may perform such work as it deems necessary to cure said default and charge Sam Simon for the full cost of labor and materials expended, plus 30% of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving cleanliness provisions, safety provisions or care of animal provisions. The General Manager may exercise this option within 10 days after giving Sam Simon written notice of a default involving equipment maintenance provisions or premises maintenance provisions.

H. AGREEMENT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The Department and Sam Simon shall notify, in writing, the other party of any changes in the information.

1. Sam Simon Representative

Sam Simon hereby appoints the following person to represent Sam Simon with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Agreement:

Name: Rachel Paap
Title: Director of Community Programs
Address: 15233 Ventura Boulevard, Suite 404
Sherman Oaks, California 91403

Telephone: 323/459-9722
Fax: 310/457-9312
E-Mail: rachel@samsimonfoundation.org

2. Department Representative

The Department hereby appoints the following person, or designated representative, to represent the City in all matters pertaining to this Agreement:

Name: Guerdon H. Stuckey
Title: General Manager
Address: 419 South Spring Street, 14th Floor
Los Angeles, California 90013
Telephone: 213/473-8253
Fax: 213/473-7511
E-Mail: gstuckey@ani.lacity.org

3. Department Program Manager

The Department hereby appoints the following person to act as the Program Manager:

Name: Howard Ellis
Title: Program Manager
Address: 419 South Spring Street, 14th Floor
Los Angeles, California 90013
Telephone: 213/473-7547
Fax: 213/473-7511
E-Mail: hellis@ani.lacity.org

Formal notices, demands and communications shall be given to the Department's Representative with copies to the Department's Program Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive notices, demands or communications or the address of such person is changed, written notice shall be given, as described in Part H, within five (5) working days of said change.

SECTION VII. CONFIDENTIALITY OF INFORMATION

Sam Simon shall treat all information provided by the Department under this agreement, as secure and confidential, and such information should be used only for purposes of implementing terms and conditions of this agreement. Sam Simon shall treat all information provided by the public pursuant to this agreement, including but not limited to names, addresses and other information, as secure and confidential, and such information should be used only for purposes of implementing

the services provided under this agreement, and shall be provided only to the Department and the Program Manager. The provision of this section survives termination of this agreement.

SECTION VIII. REQUIRED INFORMATION

Alternate forms and methods of providing the information required by each party of this agreement, including electronic transfer, may be mutually developed by Sam Simon and the Department.

SECTION IX. AMENDMENTS

All amendments hereto shall be in writing and signed by persons authorized to bind the parties thereto.

SECTION X. AGREEMENT

This agreement consists of 9 pages and Appendices A through E, which constitute the full and complete understanding between the parties. This agreement is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement below.

THE CITY OF LOS ANGELES

By _____
Guerdon H. Stuckey, General Manager
Department of Animal Services

Date _____

Sam Simon Foundation

By _____

Title _____

Date _____

By _____

Title _____

Date _____

Approved as to Form:
Rockard J. Delgadillo, City Attorney

By _____

Date _____

Attest: Frank T. Martinez, City Clerk

By _____

Date _____

City Business License Number _____ Internal Revenue
Service Taxpayer Identification Number _____ Agreement Number _____

APPENDIX A

STANDARDS PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word "CONTRACTOR" or "CONSULTANT" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR/CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine; or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. CONTRACTOR/CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the **CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin,

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the CITY, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide CITY at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY'S insurance program. Except when CITY is a named Insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACT-OR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACT-OR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

- A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section

5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing

a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

EXHIBIT 1
INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME	
CITY AGENCY	
ADDRESS	
TEL	FAX

GENERAL INFORMATION

- 1. Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
- 2. When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
- 3. Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
- 4. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

- 5. California Licensee** All insurance must be provided by an Insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 6. Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** Insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

EXHIBIT 1

NON DISCRIMINATION AND AFFIRMATIVE ACTION

CITY OF LOS ANGELES

NONDISCRIMINATION - EQUAL EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- 1. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 - 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 - 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- 2. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 - 1. Adhere to the Nondiscrimination Clause above;
 - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC 10.8.3 and on Page A-3 of this document.
- 3. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 - 1. Adhere to the Nondiscrimination Clause above;
 - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC 10.8.3 and on Pages A-4 and A-5 of this document;
 - 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 - 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - 1. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - 2. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

- 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
- 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

NAME OF DESIGNEE

TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____

WORK A

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

- 1. The contractor has read the Nondiscrimination Clause in AA@ above and certifies that it will adhere to the practices in the performances of all contracts;
- 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
- 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section AA@ above;
- 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: 9 City Plan; 9 Company Plan.
- 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE

DATE

TOTAL COMPOSITION OF WORK FORCE

PRIME SUBCONTRACTOR

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____

Contractor Address _____ Work Force as of (Date) _____ (If you have no employees, write "No Employees At This Time")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																									
CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER			
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
Brick Layers																									
Carpenters																									
Electricians																									
Glaziers																									
Iron Worker																									
Laborers																									
Operator Engineers																									
Painters																									
Pipe Trades																									
Plaster / Cement Masons																									
Sheet Metal Workers																									
Teamsters																									
Clerical																									
Supervisory																									
TOTAL																									

FOR NON-CONSTRUCTION PROJECTS																	
OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F	
Officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Office / Clerical																	
Semi-Skilled																	
Laborers (Unskilled)																	
Service Workers																	
TOTAL																	

Employment Statistics Were Obtained From: Available Records Visual Check Other (Specify) _____

A-

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Construction Contracts of \$5,000 or more and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

1. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

3. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

4. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

5. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

6. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

7. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

8. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

9. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

10. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

11. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

12. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

13. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation.
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

14. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

15. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

16. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

17. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*A Minority is defined as the term minority person is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

1. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

2. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.

3. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

4. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

5. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

6. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.

4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:

1. Recruit and refer minority, women and other employees to such programs;

2. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.

3. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
4. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
5. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - (1) What steps were taken, how and on what date.
 - (2) To whom those efforts were directed.
 - (3) The responses received, from whom and when.
 - (4) What other steps were taken or will be taken to comply and when.
 - (5) Why the contractor has been or will be unable to comply.
6. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
7. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
8. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
9. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
10. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
11. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
12. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
13. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

Officer's Signature

Date

Officer's Name and Title (Type or Print)

Firm Name

EXHIBIT 2

BUSINESS TAX REGISTRATION CERTIFICATE



RICHARD J. RIORDAN
MAYOR

CITY CLERK
TAX AND PERMIT DIVISION
WATER POWER BUILDING
100 N. MAIN ST. ROOM 1300
LOS ANGELES, CA 90012-1370

SYLVIA NESSBIT
CHIEF TAX & PERMIT DIVISION
(213) 485-9271

IMPORTANT NOTICE

Dear City of Los Angeles Vendor:

Re: Tax Registration Certificate (TRC) and/or Vendor Registration Number (VRN)

On October 14, 1987, the City of Los Angeles Controller's Office implemented a program designed to ensure that all businesses (hereafter referred to as vendors), who contract to provide goods or services to the City, have fully complied with all business tax requirements. As such, each vendor must provide the Controller's Office with a registration account number issued by the Los Angeles City Clerk's Office, prior to being paid for any goods or services provided.

The City Clerk's Tax and Permit Division is responsible for the collection of various taxes, fees, and charges as required under the Los Angeles Municipal Code. Section 21.03 L.A.M.C. (Imposition of Tax) requires persons engaged in any business or occupation within the City of Los Angeles to register and pay the required tax due. Businesses, including vendors, owing a business tax are issued a Tax Registration Certificate (TRC). However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). In order to be paid under contract with the City, a Tax Registration Certificate Number (TRC) or Vendor Registration Number (VRN) must be provided to the Controller's Office.

In order to obtain the required registration number, please complete and return the enclosed application (Exhibit A), along with the appropriate attachments, based on your business activity. Applications are reviewed by Tax and Permit Division personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Certificate Number (TRC). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

Additionally, non-profit organizations may apply for an exempt Tax Registration Certificate. Applications for exemption of City of Los Angeles business tax are reviewed by the City Clerk's Office, Tax & Permit Division and/or the Los Angeles Police Department, Commission Investigation Division, Charitable Services Unit to determine if an exemption should be granted. The determination is generally completed in approximately thirty (30) days from the date all required documentation is submitted.

If you require non-profit tax exemption information, please contact the Special Investigations Unit at (213) 485-3952, or if you have questions regarding Vendor Registration, please contact the Tax Classification, Mail-In Unit at (213) 485-3960.

Enclosures

(Revised 11/99)



LEASING OR RENTING COMMERCIAL PROPERTY

YES NO

1. Are you engaged in business within the City of Los Angeles?

 (If Yes, Answer #2) (If No, Answer #3)

You are engaged in business within the City of Los Angeles when you rent or let a building, or structure, or any space therein of any kind on land located in the City of Los Angeles to a tenant for purposes other than dwelling for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If no, please report your City of Los Angeles gross receipts and payroll expense for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>	<u>PAYROLL EXPENSE*</u>
19____	\$ _____	\$ _____
19____	\$ _____	\$ _____
19____	\$ _____	\$ _____

*Note: Payroll Expense is the amount of payroll paid to employees who physically worked within the City of Los Angeles.

3. Please provide the location(s) of the leased property within the City of Los Angeles.

Signature _____ Title _____

TRUCKING/HAULING

YES NO

1. Are you engaged in business within the City of Los Angeles? _____

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

3. Do you have a certificate or permit issued by the California Public Utilities Commission and/or by the California State Department of Motor Vehicles? _____

If yes, please provide a copy of your certificate and/or permit.

4. Do you operate your vehicle exclusively in Interstate Commerce? _____

If yes, please provide a copy of your certificate and/or permit.

5. Do you have a franchise granted pursuant to the provisions of the City Charter and the Franchise Procedure Ordinance of the City of Los Angeles? _____

If yes, please provide the franchise number: _____

6. If your answer to questions 2, 3, 4 or 5 is "NO", please contact the Tax and Permit Division, Special Investigation Unit at (213) 485-3952 for instructions on completing the following:

YEAR	UNLADEN WEIGHT OR SEATING CAPACITY	VEHICLE DAYS	NO. OF DAYS OPERATED
9	_____	_____	_____
9	_____	_____	_____
9	_____	_____	_____

Signature: _____ Title: _____

CERTIFICATION OF EXEMPTION
FOR
ONE TIME PURCHASE OR SERVICE RENDERED OVER \$200**

The _____ hereby certifies that a one time
(Name of Department/Bureau)

purchase of _____
(Type of Product/or Service)

costing _____ was made from the
(Cost of Purchase)

following business:

(Name of Company)

(Address)

(Company Representative)

(Title)

(Phone Number)

we further certify that to the best of our knowledge, the business is NOT LOCATED IN THE CITY OF LOS ANGELES, does not solicit or conduct business in the City for seven (7) or more days during a calendar year, and does not deliver the goods or merchandise in its own vehicles within the City for seven (7) or more days during a calendar year. Based on the information provided, this business would not appear to owe a Business Tax.

(Department/Bureau Representative)

(Title)

(Phone number)

(Date)

City Clerk's Office
Tax and Permit Division
111 N. Hope St, L-68
Los Angeles, CA 90012
Mail Stop 170
Attn: Vendor Unit

Revised 1/1/99

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

I _____ certify that I am
(Name of employee)

currently working for

(Name of City Department/Bureau)

and that I am under contract with this department in the capacity of an employee as defined in Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code and therefore not subject to payment of business taxes.

(Signature of employee)

(Date)

EMPLOYER STATEMENT:

I certify that to the best of my understanding and belief, the above-named individual is deemed to be an employee of this City Department, based on Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code, which I have reviewed, and therefore not subject to payment of business taxes.

(Department/Bureau Representative)

(Signature and Title)

(Phone Number)

(Date)

c: City Clerk Office
Tax and Permit Division
111 N. Hope St., L-68
Los Angeles, CA 90012
Mail Stop 170
Attn: Vendor Unit

EXHIBIT 3
INSURANCE REQUIREMENTS

EXHIBIT 1 INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

Person to Contact Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:



GENERAL INFORMATION

1. Project ID All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.

2. When to submit Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

3. Availability of Insurance Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. California Licensee All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. Aggregate Limits/Impairment If any of the required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

7. Signature All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. Additional Insured/Loss Payee The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

9. Notice of Cancellation You agree contractually to maintain all required insurance in full force for the duration of your business with the City. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the City's interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. Primary Coverage The coverage must be primary with respect to any insurance or self insurance of the City. The City's program shall be excess of this insurance and non-contributing.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

11. Separation of Insureds (Severability of Interest) In construction contracts, the City must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. Acceptable Evidence and Approval City Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The City forms are acceptable to the Calif. Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance** are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City's interests.

13. Renewal When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. Dollar Limits of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee's activities.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of your work or your presence on City premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the City's SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on City premises; it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the City. **Fire Legal Liability** is required for persons occupying a portion of City premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle City funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

Name: _____ Date: _____
Contract/Reference: _____

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

- Workers' Compensation (statutory)/Employer's Liability \$ 250,000
 Broad Form All States Endorsement Jones Act
 Voluntary Compensation Endorsement _____
 Longshore and Harbor Workers' Compensation Act _____
- Aircraft Liability \$ _____ Aviation/Airport Liability \$ _____
 General Liability \$ 1,000,000 Automobile Liability \$ 1,000,000

If automobile is used in Contract

- Passenger Liability (per seat) \$ _____
 Premises and Operations Explosion Hazard
 Contractual Liability Collapse/Underground Hazard
 Independent Contractors Garagekeeper's Legal Liability
 Products/Completed Operations Hangarkeeper's Legal Liability
 Broad Form Property Damage Owned Automobiles
 Personal Injury Nonowned/Hired Automobiles
 Broad Form Liability Endorsement Hookup (limited)
 Watercraft Liability _____
 Incidental Medical Malpractice _____
- Professional Liability (Errors and Omissions) \$ _____

Discovery period: _____

- Property Insurance \$ _____ Fine Art Floater \$ _____
 All Risk Coverage Boiler & Machinery
 Fire and Extended Coverage Debris Removal
 Vandalism & Malicious Mischief Sprinkler Leakage

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

Flood \$ _____ Windstorm
 Earthquake \$ _____ _____

Fire Legal Liability \$ _____

If Contractor leases City property or has construction loans for Contractors,
Vendors, Lessees and Permittees doing business with the City of Los Angeles

Crime Insurance \$ _____

Comprehensive Dishonesty Disappearance & Destruction
 Blanket Crime

Fidelity Bond \$ _____
or 1/12 of total funding of all contracts whichever is greater

Blanket Position Commercial Blanket

Owner's Protective Liability \$ _____

Ocean marine Liability \$ _____ Ocean Cargo \$ _____
 Protection & Indemnity Jones Act Inchmaree
 Running Down Clause Wharfinger's Liability Charterer's Legal Liability
 Pollution Ship Repairer's Liability _____

Notes: _____

EXHIBIT 4

CHILD SUPPORT OBLIGATIONS

EXHIBIT 2

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

EXHIBIT 5

**SERVICE CONTRACTORS WORKER RETENTION ORDINANCE AND THE LIVING
WAGE ORDINANCE**

EXHIBIT 5

**SERVICE CONTRACTORS WORKER RETENTION ORDINANCE AND THE LIVING
WAGE ORDINANCE**

**CITY OF LOS ANGELES - OFFICE OF THE CITY ADMINISTRATIVE OFFICER (CAO)
CONTRACTOR ENFORCEMENT SECTION
EMPLOYEE INFORMATION**

200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 - Fax: (213) 978-7616
www.lacity.org/cao/contractor_enforcement

Contract No.: _____

Awarding City Department: _____

Name of Company: _____

Company Phone Number: _____ Prime Contractor: Yes _____ No _____

If no, state the name of the Prime Contractor: _____

Number of employees working on this City Contract and listed on the attached payrolls: _____

The Living Wage Ordinance requires that subject employers provide to employees: (1) as of July 1, 2003 a wage of at least \$8.53 per hour with health benefits of \$1.25 per hour, or \$9.78 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the CAO website, for details regarding the wage and benefit requirements of the Ordinance.

EMPLOYEE INFORMATION

A contractor is required to provide to the Office of the City Administrative Officer the following information within 10 days of contract execution:

- A copy of your most recent payroll. Attach it to this form and indicate on the payroll which employees are working on this City contract.
- If health benefits (such as medical, dental, vision, mental health, and disability insurance) are provided to employees, submit a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits. Indicate how much, if any, employees pay for co-premiums.
- A copy of your company's current paid and unpaid time off policy for the employees working on the City contract.

Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification; and false information may result in contract termination.

NOTE: Payrolls and health benefits information need not be submitted if all employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below and sign as requested.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of the City Administrative Officer for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Date

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)).** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 - 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$391,637 (adjusted July 1, 2004). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480 - Fax: (213) 847-5566

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: _____ Contract # (if any): _____
Name of Department Contact: _____ Department Phone: _____
Contract Amount: \$ _____ Start Date: _____ End Date: _____
Purpose/ Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

- Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- Other - Cite the LWO code section:** _____

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
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Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.

FOR OCC USE ONLY

Approved / Not Approved - Reason: _____	By OCC Analyst: _____	Date: _____
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LWO NON-PROFIT/ONE-PERSON

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014

Phone: (213) 847-6480 - Fax: (213) 847-5566

NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

INSTRUCTIONS: Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

SECTION 1: CONTRACT AND CONTRACTOR INFORMATION

City Department Awarding Agreement: Name of Dept. Contact:

Services to be Provided:

Contract Amount: \$ Start Date: End Date:

Contractor Name: Contact Person:

Contractor Address:

City: State: Zip: Phone:

SECTION 2: EXEMPTION BASIS (Check one of the options provided below.)

501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)): A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee whose work on an agreement involves the care or supervision of children 12 years of age and under. This is read broadly so that the term would include, for example, tutors working with children 12 or under if the tutors work at least 20 hours on the contract during the month. Provide all information requested below.

IRS 501(c)(3) Number: Attach a copy of your 501(c)(3) letter from the IRS.

Hourly wage of lowest paid employee in the organization: \$ Lowest hourly wage multiplied by 8: \$

Hourly wage of highest paid employee in the organization: \$ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? NO YES

One-Person Contractors (LAAC 10.37.1(f)): Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. If you have employees in the future, you must comply with the Ordinance.

SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Name (Print) Signature Title Date

RFP AND CONTRACT LANGUAGE FOR
SERVICE CONTRACT WORKER RETENTION ORDINANCE
LIVING WAGE ORDINANCE

All RFPs and City agreements must include the most recent "Standards for City Personal Services Contracts" that includes the language below; or, this language must be incorporated into the agreement. If the contract, lease, license or City financial assistance award is determined to be exempt from the LWO, as confirmed by the OARS, an exemption form should be attached to the agreement.

"General Provisions: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"

- A. This contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, in accordance with the Declaration of Compliance or the approved Exemption, attached hereto as Exhibit ____ and incorporated herein by this reference. An approved Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
1. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for in the SCWRO;
 2. As provided in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with Section 10.36.2(g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
 - a. As provided in Section 10.36.1(c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for

economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000).

- b. As further provided in Section 10.36.1(c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the one hundred thousand dollar (\$100,000) threshold is reached.
3. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
4. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S/CONSULTANT'S delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
5. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation, which is attached hereto as Exhibit ___ and made a part hereof, in a conspicuous place.
6. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contractor Worker Retention Ordinance and Living Wage Ordinance."
7. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate

circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

- C. Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. ~~Whether the CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.~~

D. Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

"In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles ("Los Angeles"), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant."

ORDINANCE NO. 171004

An ordinance amending Article 10 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, the Service Contractor Worker Retention Ordinance, to make certain modifications and clarifications:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by amending Article 1.0 to Chapter 1 of Division 10 to read as follows:

~~ARTICLE 10~~
SERVICE CONTRACTOR WORKER RETENTION

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City discrete financial assistance expressly articulated and identified by the City in excess of one hundred thousand dollars (\$100,000), such as, through bond financing, planning assistance, tax increment financing, tax credits, or any other form of financial assistance if the purpose of such other form of assistance is economic development or job growth; provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed,

or persons receiving public assistance, shall be exempt.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) ~~"Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.~~

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor

has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. (d) During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

**Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's
Prior Employees.**

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

**Sec. 10.36.5. Coexistence with Other Available Relief for Specific
Deprivations of Protected Rights.**

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. As to any grant or similar program, this article shall become applicable to the funds authorized by such program if and only if the City Attorney's Office has obtained from the funding government either an opinion or other determination indicating such consonance or a judgment of compliance from a court of law or other tribunal, which procurement has been reported in writing by such Office to the City Council by a letter to the City Clerk.

Sec. 10.36.7. Article Applicable to New Contracts and City Financial Assistance; Cooperative Retroactivity as to Contracts and Financial Assistance Occurring After the Original Ordinance and Prior to the Revision.

The provisions of this article shall apply to contracts consummated and financial assistance provided after the effective date of the ordinance amending this article. As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City ordinance no. 170,784) and prior to the effective date of this ordinance, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application of this ordinance, rather than its predecessor, to service contracts let during such period. No abrogation of contract or other rights created by the original ordinance, absent consent to do so, shall be effected by the retroactive application of this revision.

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

Sec 2 The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAR 27 1996.....

ELIAS MARTINEZ, City Clerk.

By [Signature].....
Deputy.

Approved APR 08 1996.....

[Signature].....
Mayor. SRS

Approved as to Form and Legality.....

JAMES K. HAHN, City Attorney.

By.....
Deputy.

File No. 95-0654-52

ORDINANCE NO. 172843

An ordinance amending sections 10.36.1(c) and 10.36.6 of the Los Angeles Administrative Code to modify the treatment of City financial assistance recipients in the City's Service Contractor Worker Retention Ordinance:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1: Los Angeles Administrative Code section 10.36.1(c) is hereby amended to read as follows:

"City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

Section 2. - Los Angeles Administrative Code § 10.36.6 is hereby amended to read as follows:

Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

Section 3. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles SEP 15 1999 and was passed at its meeting of SEP 22 1999.

J. MICHAEL CAREY, CITY CLERK

BY *Amad Castro*
Deputy

Approved SEP 28 1999

John F. Hahn
Mayor
ACTING

Approved as to Form and Legality.

James K. Hahn, City Attorney

By *Frederick N. Merkin*
FREDERICK N. MERKIN
Special Assistant City Attorney

1 An ordinance amending Section 10.36.6 of Article 10 to Chapter 1 of Division 10 of the Los
2 Angeles Administrative Code to delete the requirement that application of the Service Contractor
3 Worker Retention Ordinance to grant funded programs be delayed until receipt of determination that
4 such application is consonant with the laws authorizing the City to expend such funds.
5

6
7 THE PEOPLE OF THE CITY OF LOS ANGELES

8
9 DO ORDAIN AS FOLLOWS:
10

11
12 Section 1. The Los Angeles Administrative Code is hereby amended by revising Section
13 10.36.6 of Article 10 to Chapter 1 of Division 10 to read as follows:

14
15 **Sec. 10.36.6. Expenditures Covered by this Article.**
16

17 This article shall apply to the expenditure, whether through service contracts let by the City
18 or by its financial assistance recipients, of funds entirely within the City's control and to other funds,
such as federal or state grant funds, where the application of this article is consonant with the laws
authorizing the City to expend such other funds.

21
22
23 Section 2. The Los Angeles Administrative Code is hereby amended by revising
24 Section 10.36.7 of Article 10 to Chapter 1 of Division 10 to read as follows:

25
26 **Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.**
27

28 The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to
29 contracts consummated and financial assistance provided after May 18, 1996 (the effective date of
30 City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after
31 the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784)
32 and through May 18, 1996, the City directs its appointing authorities and urges others affected to use
33 their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather
34 than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of
35 contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be
36 effected by the retroactive application of City Ordinance No. 171,004.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 23 1998

J. Michael Carey, City Clerk

By Maria Vostrenich

Deputy

Approved _____

Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By Fred Merkin

FREDERICK N. MERKIN
Senior Assistant City Attorney

Said ordinance was presented to the Mayor on NOV 30 1998;
the Mayor returned said ordinance to the City Clerk on DEC 11 1998
without his approval or his objections in writing, being more than ten days
after the same was presented to the Mayor.

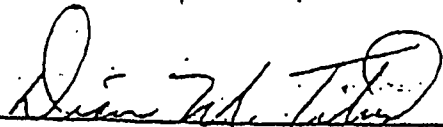
Said ordinance shall become effective and be as valid as if the
Mayor had approved and signed it. (Sec. 30, City Charter)

C.F. 96-1111-52

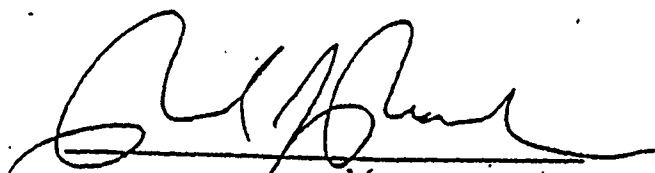
Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of. DEC 15 1998

J. MICHAEL CAREY, CITY CLERK

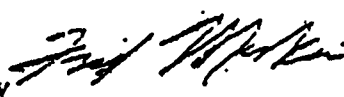
By  Deputy

Approved DEC 22 1998 ^{ma} 1998


Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By 
FREDERICK N. MERKIN
Senior Assistant City Attorney

File No. 95-065A-52

ORDINANCE NO. 172349

1 An ordinance adding subsection (g) to Section 10.36.2 of Article 10 of Chapter 1 of Division
2 10 of the Los Angeles Administrative Code to extend protections of the Service Contractor Worker
3 Retention Ordinance to workers adversely affected by first-time contracting out:
4

5
6 THE PEOPLE OF THE CITY OF LOS ANGELES

7
8 DO ORDAIN AS FOLLOWS:
9

10
11 Section 1. The Los Angeles Administrative Code is hereby amended by adding a new
12 subsection (g) to Section 10.36.2 to read as follows:
13

14 (g) If the City or a City financial assistance recipient enters into a service contract
15 for the performance of work that prior to the service contract was performed by the
16 City's or the recipient's own service employees, the City or the recipient, as the case
17 may be, shall be deemed to be a "terminated contractor" within the meaning of this
18 section and the contractor under the service contract shall be deemed to be a
19 "successor contractor" within the meaning of this section and section 10.36.3.

ORDINANCE NO. 172336

1 An ordinance amending Article 11 to Chapter 1 of Division 10 of the Los Angeles
2 Administrative Code concerning the requirement that nothing less than a prescribed minimum level
3 of compensation (a "living wage") be paid to employees of the City's service contractors, of certain
4 of its lessees and licensees, and of its financial assistance recipients.
5

6
7 THE PEOPLE OF THE CITY OF LOS ANGELES

8
9 DO ORDAIN AS FOLLOWS:

10
11
12 Section 1. The Los Angeles Administrative Code is hereby amended by revising
13 Article 11 to Chapter 1 of Division 10 to read as follows:
14

15
16 **ARTICLE 11**
17 **LIVING WAGE**

18
19
20 **Sec. 10.37 Legislative Findings**

21
22 The City awards many contracts to private firms to provide services to the public and to City
23 government. Many lessees or licensees of City property perform services that affect the proprietary
24 interests of City government in that their performance impacts the success of City operations. The
25 City also provides financial assistance and funding to others for the purpose of economic
26 development or job growth. The City expends grant funds under programs created by the federal and
27 state governments. Such expenditures serve to promote the goals established for those programs by
28 such governments and similar goals of the City. The City intends that the policies underlying this
29 article serve to guide the expenditure of such funds to the extent allowed by the laws under which
30 such grant programs are established.
31

32 Experience indicates that procurement by contract of services has all too often resulted in the
33 payment by service contractors to their employees of wages at or slightly above the minimum
34 required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the
35 quantity and quality of services rendered by such employees to the City and to the public.
36 Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance.
37 Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through
38 this article the City intends to require service contractors to provide a minimum level of
39 compensation that will improve the level of services rendered to and for the City.

1 The inadequate compensation typically paid today also fails to provide service employees
2 with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions
3 involving the expenditure of City funds should foster conditions placing a burden on limited social
4 services. The City, as a principal provider of social support services, has an interest in promoting
5 an employment environment that protects such limited resources. In requiring the payment of a
6 higher minimum level of compensation, this article benefits that interest.
7

8 Nothing less than the living wage should be paid by the recipients of City financial assistance
9 themselves. Whether they be engaged in manufacturing or some other line of business, the City does
10 not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.
11 The same adverse social consequences from such inadequate compensation emanate just as readily
12 from manufacturing, for example, as service industries. This article is meant to protect these
13 employees as well.
14

15 The City holds a proprietary interest in the work performed by many employees employed
16 by lessees and licensees of City property and by their service-contractors and subcontractors. In a
17 very real sense, the success or failure of City operations may turn on the success or failure of these
18 enterprises, for the City has a genuine stake in how the public perceives the services rendered for
19 them by such businesses. Inadequate compensation of these employees adversely impacts the
20 performance by the City's lessee or licensee and thereby does the same for the success of City
21 operations. By the 1998 amendment to this article, recognition is given to the prominence of this
22 interest at those facilities visited by the public on a frequent basis, including but not limited to,
23 terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses
24 and recreation centers operated by the Department of Recreation and Parks. This article is meant
25 to cover all such employees not expressly exempted.
26

27 Requiring payment of the living wage serves both proprietary and humanitarian concerns of
28 the City. Primarily because of the latter concern and experience to date regarding the failure of some
29 employers to honor their obligation to pay the living wage, the 1998 amendments introduce
30 additional enforcement mechanisms to ensure compliance with this important obligation. Non-
31 complying employers must now face the prospect of paying civil penalties, but only if they fail to
32 cure non-compliance after having been given formal notice thereof. Where non-payment is the issue,
33 employers who dispute determinations of non-compliance may avoid civil penalties as well by
34 paying into a City holding account the monies in dispute. Employees should not fear retaliation,
35 such as by losing their jobs, simply because they claim their right to the living wage, irrespective of
36 the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to
37 serve as a critical shield against such employer misconduct.
38

39
40 **Sec. 10.37.1 Definitions.**

41
42 The following definitions shall apply throughout this article:
43

1 (a) "Awarding authority" means that subordinate or component entity or person of the
2 City (such as a department) or of the financial assistance recipient that awards or is otherwise
3 responsible for the administration of a service contract or proprietary lease or license, or, where there
4 is no such subordinate or component entity or person, then the City or the City financial assistance
5 recipient.
6

7 (b) "City" means the City of Los Angeles and all awarding authorities thereof, including
8 those City departments which exercise independent control over their expenditure of funds, but
9 excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA
10 is urged, however, to adopt a policy similar to that set forth in this article.
11

12 (c) "City financial assistance recipient" means any person who receives from the City
13 discrete financial assistance for economic development or job growth expressly articulated and
14 identified by the City, as contrasted with generalized financial assistance such as through tax
15 legislation, in accordance with the following monetary limitations. Assistance given in the amount
16 of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance
17 with this article for five years from the date such assistance reaches the one million dollar
18 (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million
19 dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance
20 for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what
21 is reasonably contemplated at the time to be on a continuing basis, with the period of compliance
22 beginning when the accrual during such twelve-month period of such continuing assistance reaches
23 the one-hundred thousand dollar (\$100,000) threshold.
24

25 Categories of such assistance include, but are not limited to, bond financing, planning
26 assistance, tax increment financing exclusively by the City, and tax credits, and shall not include
27 assistance provided by the Community Development Bank. City staff assistance shall not be
28 regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial
29 assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be
30 regarded as financial assistance to the extent of any differential between the amount of the loan and
31 the present value of the payments thereunder, discounted over the life of the loan by the applicable
32 federal rate as used in 26 U.S.C. §§ 1274(d), 7872(f). A recipient shall not be deemed to include
33 lessees and sublessees.
34

35 A recipient shall be exempted from application of this article if (1) it is in its first year of
36 existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5)
37 employees for each working day in each of twenty (20) or more calendar weeks in the current or
38 preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient -- who employs
39 the long-term unemployed or provides trainee positions intended to prepare employees for permanent
40 positions; and who claims that compliance with this article would cause an economic hardship --
41 may apply in writing to the City department or office administering such assistance, which
42 department or office which shall forward such application and its recommended action on it to the
43 City Council. Waivers shall be effected by Council resolution.

1 (d) "Contractor" means any person that enters into (1) a service contract with the City,
2 (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a
3 contract with a City financial assistance recipient to assist the recipient in performing the work for
4 which the assistance is being given. Vendors, such as service contractors, of City financial
5 assistance recipients shall not be regarded as contractors except to the extent provided in subsection
6 (f).

7
8 (e) "Designated administrative agency (DAA)" means that City department or office
9 designated by Council resolution to bear administrative responsibilities under section 10.37.7. The
10 City Clerk shall maintain a record of such designations.

11
12 (f) "Employee" means any person -- who is not a managerial, supervisory, or confidential
13 employee and who is not required to possess an occupational license -- who is employed (1) as a
14 service employee of a contractor or subcontractor on or under the authority of one or more service
15 contracts and who expends any of his or her time thereon, including, but not limited to: hotel
16 employees, restaurant, food service or banquet employees, janitorial employees, security guards,
17 parking attendants, nonprofessional health care employees, gardeners, waste management
18 employees; and clerical employees; (2) as a service employee -- of a proprietary lessee or licensee,
19 of a sublessee or sublicensee, or of a service contractor or subcontractor of a proprietary lessee or
20 licensee, or sublessee or sublicensee -- who works on the leased or licensed premises; (3) by a City
21 financial assistance recipient who expends at least half of his or her time on the funded project; or
22 (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends
23 at least half of his or her time on the premises of the City financial assistance recipient directly
24 involved with the activities funded by the City.

25
26 (g) "Employer" means any person who is a City financial assistance recipient, contractor,
27 subcontractor, proprietary lessee, proprietary sublessee, proprietary licensee, or proprietary
28 sublicensee and who is required to have a business tax registration certificate by Los Angeles
29 Municipal Code §§ 21.00-21.198 or successor ordinance or, if expressly exempted by the Code from
30 such tax, would otherwise be subject to the tax but for such exemption; provided, however, that
31 corporations organized under § 501(c)(3) of the United States Internal Revenue Code of 1954, 26
32 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly
33 basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to
34 all employees other than child care workers.

35
36 (h) "Person" means any individual, proprietorship, partnership, joint venture, corporation,
37 limited liability company, trust, association, or other entity that may employ individuals or enter into
38 contracts.

39
40 (i) "Proprietary lease or license" means a lease or license of City property on which
41 services are rendered by employees of the proprietary lessee or licensee or sublessee or sublicensee,
42 or of a contractor or subcontractor, but only where any of the following applies: (1) the services are
43 rendered on premises at least a portion of which is visited by substantial numbers of the public on

1 a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses,
2 recreational facilities), (2) any of the services could feasibly be performed by City employees if the
3 awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined
4 in writing that coverage would further the proprietary interests of the City; provided, however, that
5 a proprietary lessee or licensee having annual gross revenues of less than two-hundred thousand
6 dollars (\$200,000) from business conducted on the premises and employing no more than seven (7)
7 employees will be exempt from this article, except that for proprietary leases or licenses having a
8 term of more than two (2) years, the exemption shall expire after two (2) years but shall be renewable
9 in two-year increments upon meeting the requirements therefor at the time of the renewal
10 application. To qualify for this exemption, the proprietary lessee or licensee must provide proof of
11 its gross revenues and number of employees to the awarding authority of the proprietary lease or
12 license as required by regulation. The determination of whether annual gross revenues are less than
13 two-hundred thousand dollars (\$200,000) shall be based on the gross revenues for the last tax year
14 prior to application or such other period as may be established by regulation. Such annual gross
15 revenue ceiling of two-hundred thousand dollars (\$200,000) shall be adjusted annually at the same
16 rate and at the same time as the living wage is adjusted under section 10.37-2(a). A proprietary
17 lessee or licensee shall be deemed to be employing no more than seven (7) employees if its
18 workforce worked an average of no more than one-thousand, two-hundred, and fourteen (12 14)
19 hours per month for at least three-fourths of the time period upon which the revenue limitation is
20 measured. Proprietary "leases" and "licenses" shall be deemed to include subleases and sublicenses.
21 Proprietary "lessees" and "licensees" shall be deemed to include their sublessees and sublicensees.
22

23 (j) "Service contract" means a contract let to a contractor by the City primarily for the
24 furnishing of services to or for the City (as opposed to the purchase of goods or other property or the
25 leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand
26 dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the
27 following applies: (1) at least some of the services rendered are rendered by employees whose work
28 site is on property owned by the City, (2) the services could feasibly be performed by City employees
29 if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has
30 determined in writing that coverage would further the proprietary interests of the City.
31

32 (k) "Subcontractor" means any person not an employee that enters into a contract (and
33 that employs employees for such purpose) with (1) a contractor or subcontractor to assist the
34 contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee
35 or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or
36 licensed premises. Vendors, such as service contractors or subcontractors, of City financial
37 assistance recipients shall not be regarded as subcontractors except to the extent provided in
38 subsection (f).
39

40 (l) "Willful violation" means that the employer knew of his, her, or its obligations under
41 this article and deliberately failed or refused to comply with its provisions.
42
43

1 **Sec. 10.37.2 Payment of Minimum Compensation to Employees**

2
3 **(a) Wages**

4
5 Employers shall pay employees a wage of no less than the hourly rates set under the authority
6 of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health
7 benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With
8 the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine
9 cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without.
10 Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to
11 retirement benefits paid to members of the City Employees Retirement System ("CERS"), made by
12 the CERS Board of Administration under \$4.1040. The City Administrative Office shall so advise
13 the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On
14 the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall
15 take effect upon such publication.

16
17 **(b) Compensated days off**

18
19 Employers shall provide at least twelve (12) compensated days off per year for sick leave,
20 vacation, or personal necessity at the employee's request. Employers shall also permit employees
21 to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for
22 the illness of the employee or a member of his or her immediate family where the employee has
23 exhausted his or her compensated days off for that year.

24
25
26 **Sec. 10.37.3 Health Benefits**

27
28 Health benefits required by this article shall consist of the payment of at least one dollar and
29 twenty-five cents (\$1.25) per hour towards the provision of health care benefits for employees and
30 their dependents. Proof of the provision of such benefits must be submitted to the awarding
31 authority to qualify for the wage rate in section 10.37.2(a) for employees with health benefits.

32
33
34 **Sec. 10.37.4 Notifying Employees of their Potential Right to the Federal Earned Income**
35 **Credit**

36
37 Employers shall inform employees making less than twelve dollars (\$12) per hour of their
38 possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code
39 of 1954, 26 U.S.C. §32, and shall make available to employees forms informing them about the EIC
40 and forms required to secure advance EIC payments from the employer.

41
42
43 **Sec. 10.37.5 Retaliation Prohibited**

1 Neither an employer, as defined in this article, nor any other person employing individuals
2 shall discharge, reduce in compensation, or otherwise discriminate against any employee for
3 complaining to the City with regard to the employer's compliance or anticipated compliance with
4 this article, for opposing any practice proscribed by this article, for participating in proceedings
5 related to this article, for seeking to enforce his or her rights under this article by any lawful means,
6 or for otherwise asserting rights under this article.
7

8
9 **Sec. 10.37.6 Enforcement**

10
11 (a) An employee claiming violation of this article may bring an action in the Municipal
12 Court or Superior Court of the State of California, as appropriate, against an employer and may be
13 awarded:
14

15 (1) ~~For failure to pay wages required by this article -- back pay for each day during~~
16 ~~which the violation continued.~~

17
18 (2) For failure to pay medical benefits -- the differential between the wage required
19 by this article without benefits and such wage with benefits, less amounts paid, if
20 any, toward medical benefits.

21
22 (3) For retaliation -- reinstatement, back pay, or other equitable relief the court may
23 deem appropriate.

24
25 (4) For willful violations, the amount of monies to be paid under (1) - (3) shall be
26 trebled.

27
28 (b) The court shall award reasonable attorney's fees and costs to an employee who prevails
29 in any such enforcement action and to an employer who so prevails if the employee's suit was
30 frivolous.
31

32 (c) Compliance with this article shall be required in all City contracts to which it applies, and
33 such contracts shall provide that violation of this article shall constitute a material breach thereof and
34 entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.
35 Such contracts shall also include a pledge that there shall be compliance with federal law proscribing
36 retaliation for union organizing.
37

38 (d) An employee claiming violation of this article may report such claimed violation to the
39 DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise,
40 where the DAA has determined that an employer has violated this article, the DAA shall issue a
41 written notice to the employer that the violation is to be corrected within ten (10) days. In the event
42 that the employer has not demonstrated to the DAA within such period that it has cured such
43 violation, the DAA may then:

1 (1) Request the awarding authority to declare a material breach of the service
2 contract, proprietary lease or license, or financial assistance agreement and exercise
3 its contractual remedies thereunder, which are to include, but not be limited to,
4 termination of the service contract, proprietary lease or license, or financial assistance
5 agreement and the return of monies paid by the City for services not yet rendered.
6

7 (2) Request the City Council to debar the employer from future City contracts, leases,
8 and licenses for three (3) years or until all penalties and restitution have been fully
9 paid, whichever occurs last. Such debarment shall be to the extent permitted by, and
10 under whatever procedures may be required by, law.
11

12 (3) Request the City Attorney to bring a civil action against the employer seeking:

13
14 (i) Where applicable, payment of all unpaid wages or health
15 premiums prescribed by this article; and/or

16
17 (ii) A fine payable to the City in the amount of up to one hundred
18 dollars (\$100) for each violation for each day the violation remains
19 uncured.
20

21 Where the alleged violation concerns non-payment of wages or health premiums, the
22 employer will not be subject to debarment or civil penalties if it pays the monies in
23 dispute into a holding account maintained by the City for such purpose. Such
24 disputed monies shall be presented to a neutral arbitrator for binding arbitration. The
25 arbitrator shall determine whether such monies shall be disbursed, in whole or in
26 part, to the employer or to the employees in question. Regulations promulgated by
27 the DAA shall establish the framework and procedures of such arbitration process.
28 The cost of arbitration shall be borne by the City, unless the arbitrator determines that
29 the employer's position in the matter is frivolous, in which event the arbitrator shall
30 assess the employer for the full cost of the arbitration. Interest earned by the City on
31 monies held in the holding account shall be added to the principal sum deposited, and
32 the monies shall be disbursed in accordance with the arbitration award. A service
33 charge for the cost of account maintenance and service may be deducted therefrom.
34

35 (e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no
36 criminal penalties shall attach for violation of this article.
37

38 39 **Sec. 10.37.7 Administration** 40

41 The City Council shall by resolution designate a department or office, which shall promulgate
42 rules for implementation of this article and otherwise coordinate administration of the requirements
43 of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance,

1 including the investigation of claimed violations, and shall promulgate implementing regulations
2 consistent with this article. The DAA shall also issue determinations that persons are City financial
3 assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes
4 of section 10.37.1(j), and that particular leases and licenses shall be regarded as "proprietary leases"
5 or "proprietary licenses" for purposes of section 10.37.1(i), when it receives an application for a
6 determination of non-coverage or exemption as provided for in section 10.37.13. The DAA shall
7 also establish employer reporting requirements on employee compensation and on notification about
8 and usage of the federal Earned Income Credit referred to in § 10.37.4. The DAA shall report on
9 compliance to the City Council no less frequently than annually.

10
11 During the first, third, and seventh years of this article's operation since May 5, 1997, and
12 every third year thereafter, the Chief Administrative Officer and the Chief Legislative Analyst shall
13 conduct or commission an evaluation of this article's operation and effects. The evaluation shall
14 specifically address at least the following matters: (a) how extensively affected employers are
15 complying with the article; (b) how the article is affecting the workforce composition of affected
16 employers; (c) how the article is affecting productivity and service quality of affected employers; (d)
17 how the additional costs of the article have been distributed among workers, their employers, and
18 the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans
19 for evaluation, including a determination of what current and future data will be needed for effective
20 evaluation.

21
22
23 **Sec. 10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement**

24
25 Service contracts otherwise subject to competitive bid shall be let by competitive bid if they
26 involve the expenditure of at least two-million dollars (\$2,000,000). Charter § 387 shall not be
27 applicable to service contracts.

28
29
30 **Sec. 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of**
31 **Protected Rights**

32
33 This article shall not be construed to limit an employee's right to bring legal action for
34 violation of other minimum compensation laws.

35
36
37 **Sec. 10.37.10 Expenditures Covered**

38
39 This article shall apply to the expenditure -- whether through aid to City financial assistance
40 recipients, service contracts let by the City, or service contracts let by its financial assistance
41 recipients -- of funds entirely within the City's control and to other funds, such as federal or state
42 grant funds, where the application of this article is consonant with the laws authorizing the City to
43 expend such other funds.

1
2 **Sec. 10.37.11 Timing of Application**
3

4 *(a) Original 1997 ordinance.*
5

6 The provisions of this article as enacted by City ordinance no. 171,547, effective May 5, 1997,
7 shall apply to (1) contracts consummated and financial assistance provided after such date, (2)
8 contract amendments consummated after such date and before the effective date of the 1998
9 ordinance which themselves met the requirements of former section 10.37.1(h) (definition of
10 "service contract") or which extended contract duration, and (3) supplemental financial assistance
11 provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the
12 requirements of section 10.37.1(c).
13

14 *(b) 1998 amendment.*
15

16 The provisions of this article as amended by the 1998 ordinance shall apply to (1) service
17 contracts, proprietary leases or licenses, and financial assistance agreements consummated after the
18 effective date of such ordinance and (2) amendments, consummated after the effective date of such
19 ordinance, to service contracts, proprietary leases or licenses, and financial assistance agreements
20 that provide additional monies or which extend term.
21

22
23 **Sec. 10.37.12 Supersession by Collective Bargaining Agreement**
24

25 Parties subject to this article may by collective bargaining agreement provide that such
26 agreement shall supersede the requirements of this article.
27

28
29 **Sec. 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage**
30

31 The definitions of "City financial assistance recipient" in section 10.37.1(c), of "proprietary
32 lease or license" in section 10.37.1(i), and of "service contract" in section 10.37.1(j) shall be liberally
33 interpreted so as to further the policy objectives of this article. All recipients of City financial
34 assistance meeting the monetary thresholds of section 10.37.1(c), all City leases and licenses,
35 (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts
36 providing for services that are more than incidental, shall be presumed to meet the corresponding
37 definition just mentioned, subject, however, to a determination by the DAA of non-coverage or
38 exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure
39 to satisfy such definition. The DAA shall by regulation establish procedures for informing persons
40 engaging in such transactions with the City of their opportunity to apply for a determination of non-
41 coverage or exemption and procedures for making determinations on such applications.
42

43 **Sec. 10.37.14 Severability**

1 If any provision of this article is declared legally invalid by any court of competent
2 jurisdiction, the remaining provisions shall remain in full force and effect.
3
4
5
6

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 25 1998.

J. Michael Carey, City Clerk

By Maria Kostenevich
Deputy

Approved _____

Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

BY _____
FREDERICK N. MERKIN
Senior Assistant City Attorney

Said ordinance was presented to the Mayor on NOV 30 1998;
the Mayor returned said ordinance to the City Clerk on DEC 11 1998
without his approval or his objections in writing, being more than ten days
after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the
Mayor had approved and signed it. (Sec. 30, City Charter)

C.F. 96-1111-51

ORDINANCE NO. 173747

An ordinance amending various sections under Division 10, Article 11, of the Los Angeles Administrative Code to increase the annual gross revenue threshold of the small business exemption from the City's Living Wage Ordinance and clarify ambiguities in the defined terms:

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Los Angeles Administrative Code Section 10.37.1 (a) is amended and revised to read as follows:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

Sec. 2. Los Angeles Administrative Code Section 10.37.1 (d) is amended and revised to read as follows:

(d) "Contractor" means any person that enters into (1) a service contract with the City, (2) a service contract with a public lessee or sublessee or licensee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in subsection (f).

Sec. 3 Los Angeles Administrative Code Section 10.37.1 (f) is amended by deleting the word "proprietary" and replacing it with "public".

Sec. 4. Los Angeles Administrative Code Section 10.37.1 (g) is amended and revised to read as follows:

(g) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501 (c)(3) of the United States Internal Revenue

Code of 1954, 26 U.S.C. §501 (c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

Sec. 5. Los Angeles Administrative Code Section 10.37.1 (l) is amended and revised to read as follows:

(l) "Public lease or license."

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the

same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (314) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses:

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Sec. 6. Los Angeles Administrative Code Section 10.37.1 (k) is amended and revised to read as follows:

(k) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in subsection (f).

Sec. 7. Los Angeles Administrative Code Section 10.37.2(a) is amended and revised to read as follows:

(a) Wages

Employers shall pay employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour. With the annual adjustment effective July 1, 1998, such rates were adjusted to seven dollars and thirty-nine cents (\$7.39) per hour with health benefits and eight dollars and sixty-four cents (\$8.64) without. Such rates shall continue to be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System ("LACERS"), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any

such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

Sec. 8. Los Angeles Administrative Code Section 10.37.6(d)1 is amended by deleting the phrase "proprietary lease or license" and replacing it with "public lease or license".

Sec. 9. Los Angeles Administrative Code Section 10.37.7 is amended by deleting the word "proprietary" and replacing it with "public".

Sec. 10. Los Angeles Administrative Code Section 10.37.1 l(b) is amended by deleting the word "proprietary" and replacing it with "public".

Sec. 11. Los Angeles Administrative Code Section 10.37.11 is hereby amended and revised to add a new (c) which reads as follows:

(c) 2000 amendment.

The provisions of this article as amended by the 2000 ordinance shall apply to (1) service contracts, public leases or public licenses and City financial assistance recipient agreements consummated after the effective date of such ordinance and (2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

Sec. 12. Los Angeles Administrative Code Section 10.37.13 is amended by deleting the word "proprietary" and replacing it with "public".

Sec. 13. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles; at its meeting of JAN 03 2001

J. MICHAEL CAREY, City Clerk

By Maria Vosteen
Deputy

Approved January 18, 2001

Eric Galanter
J.W. Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By Laurel L. Lightner
LAUREL L. LIGHTNER
Deputy City Attorney

File No. 96-1111- S1

58826

EXHIBIT 6

**CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH
DISABILITIES ACT**

EXHIBIT 3
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE _____

DATE _____

EXHIBIT 7
EQUAL BENEFITS ORDINANCE

EQUAL BENEFITS ORDINANCE RFP LANGUAGE

Every RFP/RFB/RFQ for an agreement with or on behalf of the City of Los Angeles for which the consideration is in excess of the \$5,000.00 and six (6) months must incorporate the following provisions and EBO Certification Forms.

EQUAL BENEFITS PROVISIONS

A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in a conspicuous place at its place of business available to employees and applicants for employment.

B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Administrative and Research Services for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Office of Administrative and Research Services. No such finding shall be made except upon a full and fair hearing after notice and on an opportunity to be heard has been given to the contractor.

D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Office of Administrative and Research Services that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

E. Notwithstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirement of that section.

H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 1240, Los Angeles, CA 90012
Phone: (213) 978-7650 - Fax: (213) 978-7616

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

- 1. Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form CAO/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer benefits equally to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form CAO/EBO-3) and return it with the EBO Compliance Form (Form CAO/EBO-1). You must submit supporting documentation to verify why additional time is needed.
- b. Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form CAO/EBO-2) and return it with the EBO Compliance Form (Form CAO/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
- c. Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Contractor Enforcement Section for additional information. Check the appropriate box on the EBO Compliance Form (Form CAO/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.

- 2. Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form CAO/EBO-1).

Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**

- 3. Submit the EBO Compliance Form (Form CAO/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
- 4. The forms and documentation will be forwarded to the Contractor Enforcement Section for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 - FAX: (213) 978-7616

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form CAO/EBO-1) requires that you submit supporting documentation to the Office of the City Administrative Officer to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

CITY OF LOS ANGELES
 Office of the City Administrative Officer
 Contractor Enforcement Section
 200 North Main Street, Room 1240, Los Angeles, CA 90012
 Phone: (213) 978-7650 - Fax: (213) 978-7616

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Agreement: _____ Contact/Phone: _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. Yes No (If you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3.

If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or other domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit Is Not Offered to Employees	This Benefit Is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (CAO/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (CAO/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for the operation(s) located elsewhere in the United States where work relating to the City agreement is being performed. Supporting documentation for the affected operation(s) must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement at operations located elsewhere in the United States. Contractor will comply with the EBO only for the operation(s) located elsewhere in the United States where work relating to the City agreement is being performed. Supporting documentation for the affected operation(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Office of the City Administrative Officer for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____ (City) _____ (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

Federal ID Number

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 - FAX: (213) 978-7616

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form CAO/EBO-1) requires that you submit supporting documentation to the Office of the City Administrative Officer to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension (Including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

REASONABLE MEASURES

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 - Fax: (213) 978-7616

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company _____ Federal ID Number _____

Street Address _____ City, _____ State _____ Zip _____

Contact Person/Title _____ Telephone Number _____ Fax Number _____

Before the Office of the City Administrative Officer (CAO) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the CAO must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). To apply, contractors must submit:

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form CAO/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the CAO, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the CAO before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the CAO, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____ day of _____, in the year _____, at _____ (City) _____ (State)

Name of Signatory (Print) _____ Signature _____ Title _____ Date _____

PROVISIONAL COMPLIANCE

CITY OF LOS ANGELES

Office of the City Administrative Officer
200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 - Fax: (213) 978-7616

APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Office of the City Administrative Officer ("CAO"). (This form must be submitted with the EBO Compliance Form CAO/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. ~~To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.~~

Date next benefits plan year begins: _____

Date equal benefits will be available: _____

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the Office of the City Administrative Officer, Contractor Enforcement Section, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

- 1: The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: _____ Start date: _____ End date: _____

Name of Bargaining Unit: _____ Start date: _____ End date: _____

Name of Bargaining Unit: _____ Start date: _____ End date: _____

2: The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the CAO of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

Name of Signatory (Print) Signature Title Date

- 3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form CAO EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the CAO for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____ (City) (State)

Name of Company Name of Signatory (Print) Signature Title

An ordinance adding Section 10.8.2.1 to the Los Angeles Administrative Code to provide that City contractors and sub-contractors shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Section 10.8.2.1 is hereby added to the Los Angeles Administrative Code to read as follows:

~~Sec. 10.8.2.1 Equal Benefits Ordinance~~

~~ra. All Contracts: Equal Benefits Clause.~~

No awarding authority of the City, shall execute or amend any contract with any contractor that discriminates in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any other benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, or an internal registry maintained by the contractor, subject to the provisions of this Section. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent to the direct expense to the employer of providing the benefit payment to a spouse or domestic partner, as applicable.

b. Applicability.

The requirements of this Section shall apply to (i) any of a contractor's operations within the City of Los Angeles; and (ii) a contractor's operations on real property outside of the City of Los Angeles owned by the City or which the City has a right to occupy; if the contractor's presence at that location is connected to a contract with the City; (iii) a contractor's operations elsewhere in the United States where the work is being performed for the City.

c. Mandatory Provisions Pertaining to Equal Benefits.

Every contract with or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000 shall contain the following provisions which shall be designated as the Equal Benefits Provisions of such contract:

"A. During the performance of this contract, the contractor certifies and represents that the contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

1. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

"B. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices to the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.

"C. The failure of any contractor to comply with the Equal Benefits Provisions of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

"D. Upon a finding duly made that the contractor has breached the Equal Benefits Provisions of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

"E. Notwithstanding any other provisions of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

"F. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

"G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section."

"H. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City."

d. Enforcement.

In accordance with Division 22, Chapter 13, Article 10, of this Code, the Board of Public Works, Office of Contract Compliance is responsible for the enforcement of the equal benefits requirements, as referenced in this Section, or as otherwise required, of all City contracts. In enforcing this requirement, the Office of Contract Compliance will monitor, inspect, and investigate to insure that the contractor is acting in compliance with the equal benefits requirements of such City contracts. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Provisions of this contract. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program. Each awarding authority shall cooperate to the fullest extent with the Office of Contract Compliance in their enforcement activities. The failure of any contractor to comply with the equal benefits provisions of a contract may be deemed to be a material breach of the contract.

e. Non-applicability, Exceptions and Waivers.

(1) The Office of Contract Compliance shall waive the requirements of this Section under the following circumstances:

A. Whenever the Office of Contract Compliance finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements;

B. If the awarding authority certifies in writing to the Office of Contract Compliance that the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Section capable of responding to the emergency is immediately available; provided that such certification must be made prior to the final approval of the contract.

C. Where the City Attorney certifies in writing to the Office of Contract Compliance that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of this Section.

(2) This Section shall not apply where the prospective contractor is a public entity and the Office of Contract Compliance finds that goods, services, construction services for a public work, or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract are not available from another source, or that the proposed contract is necessary to serve a substantial public interest;

(3) This Section shall not apply where the awarding authority finds that the requirements of this Section will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the awarding authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Section.

(4) Upon the request of a potential contractor or upon the awarding authority's own initiative, after taking all reasonable measures to find an entity that complies with the law, and subject to the provisions of paragraph (5) below, the awarding authority may waive any or all of the requirements of this Section for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the City as of the date of the enactment of this ordinance under the following circumstances:

A. Where the awarding authority determines that there are no qualified responsive bidders or prospective contractors who could be certified as being in compliance with the requirements of this Section and that the contract is for goods, a service or a project that is essential to the City or City residents; or

B. Where the awarding authority determines that transactions entered into pursuant to bulk purchasing arrangements through federal, state or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City; or

C. Where the awarding authority determines that the requirements of this Section would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section.

(5) The waiver authority granted to awarding authorities in this Section shall be subject to the requirements that:

A. All proposed waivers must be submitted to the Office of Contract Compliance and the City Clerk. All proposed waivers must set forth the reasons the contracting officer is requesting the waiver, what steps were taken to find an entity that complies with this Section and why the waiver does not defeat the intent of this Section, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Section. Such waivers shall be subject to the prior approval of the Office of Contract Compliance, which shall take action approving or denying a proposed waiver within 30 days of receiving a notification of a proposed waiver from a contracting officer. If after 30 days the Office of Contract Compliance has taken no action on the proposed waiver the waiver shall be deemed approved. The City Clerk shall notify all Council members of the proposed waiver.

B. For any contract subject to approval by the Council, the awarding authority shall state in the approving resolution or other action whether any waiver under this section has been or is proposed to be granted for that contract; and

C. The Office of Contract Compliance shall conduct quarterly comprehensive reviews of the use of the waiver authority by awarding authorities and shall make a report to the Council. Awarding authorities which have exercised their waiver authority under this Section in the previous quarter must appear before the Council Committee before which the matter is calendared and report on the use of such waiver authority. If the Council finds abuse of waiver authority by an awarding authority under this section, either as a result of a report of the Office of Contract Compliance or upon its own initiative, the Council may by resolution transfer that waiver authority for that awarding authority to the

Office of Contract Compliance, to be exercised by the Office of Contract Compliance upon recommendation of the awarding authority under any or all of the circumstances enumerated in this section.

(6) Nothing in this section shall limit the right of the City to waive the provisions of this Article.

(7) This Section shall not apply to (i) the investment of trust moneys or agreements relating to the management of trust assets, (ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or (iii) the investment of City moneys where the Treasurer finds that:

A. No person, entity or financial institution doing business in the City which is in compliance with this Section is capable of performing the desired transaction(s); or

B. The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties.

This subparagraph shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with a person, entity or financial institution other than the U.S. government which does not comply with this Section.

(8) The General Manager of the Department of Water and Power may waive the requirements of this Section where the contractor is providing wholesale or bulk water or power, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or load scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the Department of Water and Power; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City of Los Angeles.

(9) The equal benefits requirements of this section shall not apply to any contracts, executed or amended prior to January 1, 2000 or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City, prior to January 1, 2000, unless and until such contracts are amended after January 1, 2000, and would otherwise be subject to this Section.

f. The provisions of this Section shall not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations of the United States of America.

g. Severability.

If any provision of this section is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#49686

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

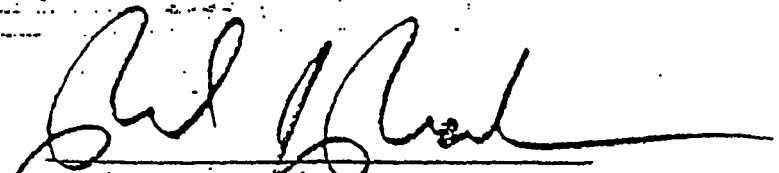
I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, by a vote of not less than two-thirds of all of its members, at its meeting of

NOV 23 1999

J. MICHAEL CAREY, City Clerk

By Walter R. ...
Deputy

Approved NOV 23 1999


Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By LESLIE E. BROWN
Assistant City Attorney

File No. 99-0908

ORDINANCE NO. 172909

An ordinance amending Section 10.8.1 of the Los Angeles Administrative Code to add the definitions of "Domestic Partners."

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS

Section 1: Section 10.8.1 of the Los Angeles Administrative Code is hereby amended by adding the following subsection:

"Domestic partners" means, for purposes of this Article, any two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together, and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. For purposes of this Article, domestic partners must be registered with a governmental entity pursuant to state or local law authorizing such registration or with a internal registry maintained by an employer of at least one of the domestic partners.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

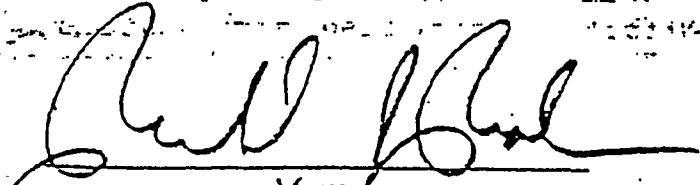
I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, by a vote of not less than two-thirds of all of its members, at its meeting of

J. MICHAEL CAREY, City Clerk

By Marie K. K... ..
Deputy

NOV 23 1999

Approved: _____



Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By LES

LESLIE E. BROWN
Assistant City Attorney

File No. 99-0908

Form-23

ORDINANCE NO. 172910

An ordinance amending Section 10.8.2 of the Los Angeles Administrative Code to add "domestic partner status" to the list of prohibited forms of discrimination in City contracts.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Section 10.8.2 is hereby amended to read as follows:

Sec. 10.8.2. All Contracts: Non-discrimination and Equal Benefits Clause.

a. Non-discrimination.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded, or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. All subcontracts awarded under any contract mentioned in this section shall contain a like provision.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

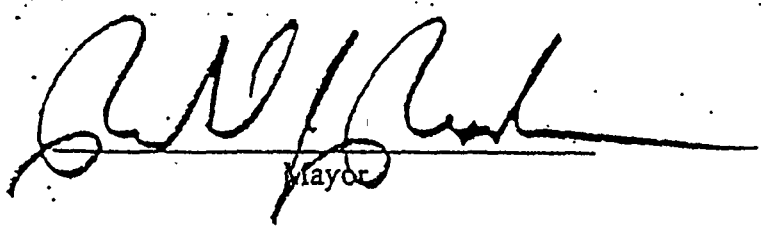
I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, by a vote of not less than two-thirds of all of its members, at its meeting of

NOV 23 1999

J. MICHAEL CAREY, City Clerk

By Marie Kostantidis
Deputy

Approved NOV 23 1999


Mayor

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By LESIE E. BROWN
Assistant City Attorney

File No. 99-0908

ORDINANCE NO. 173054

An ordinance amending Section 10.8.2.1 of the Los Angeles Administrative Code transferring responsibility for the enforcement of the equal benefits provisions from the Office of Contract Compliance to the City Administrative Officer.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Section 10.8.2.1 is hereby amended to the Los Angeles Administrative Code to read as follows:

Section 10.8.2.1 of the Los Angeles Administrative Code is hereby amended by substituting the word "City Administrative Officer" for the words "Office of Contract Compliance" and "Board of Public Works, Office of Contract Compliance" therein.

#50011

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of JAN 11 2000

J. MICHAEL CAREY, CITY CLERK

By Marie Rodenrich
Deputy

Approved _____

Mayor ~~af~~

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By LESLIE E. BROWN
Assistant City Attorney

Said ordinance was presented to the Mayor on January 12, 2000; the Mayor returned said ordinance to the City Clerk on January 25, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 30, City Charter)

EXHIBIT 8

MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

PERSONAL SERVICES CONTRACTS
MINORITY BUSINESS ENTERPRISE (MBE)
WOMEN BUSINESS ENTERPRISE (WBE) AND
OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTOR
OUTREACH PROGRAM

A. POLICY AND GOOD FAITH EFFORT DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection. *Good Faith Effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels.*

Indicator	Points
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total:	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (Partial credit will not be granted).

1	LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION	No Points
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs which could reasonably be expected by the Awarding Authority to produce a level of participation by interested sub-consultants, including percent MBE and _____ percent WBE.

2	ATTENDED PRE-BID MEETING	10 Points
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement will be waived if the proposer certifies in writing prior to the pre-proposal meeting that it is informed as to those project requirements.

Required Documentation: a) Attend pre-proposal meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-proposal meeting either by fax or by mail to the Project Manager at the fax number and/or address listed for the direction of questions.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS	10 Points
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and OBEs.

Required Documentation: Proof of this must be demonstrated in either Indicator 4 or 5.

4	ADVERTISEMENT	9 Points
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The proposer advertised for subproposals or bids from interested business enterprises not less than ten (10) calendar days prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Awarding Authority.

Required Documentation: A copy of the advertisement and a proof of publication statement or other verification which confirms the date the advertisement was published.

Note: The advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. It should include the City of Los Angeles project name, name of proposer, areas of work available for subconsulting, and a contact person's name and telephone number, information on the availability of plans and specifications and the proposer's policy concerning assistance to subconsultants in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5	WRITTEN NOTICES TO SUBCONSULTANTS	15 Points
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The proposer provided written notice* of its interest in receiving subconsultant proposals to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in such selected work. All notices of interest shall be provided not less than ten (10) calendar days prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was

sent to available MBEs, WBEs and OBEs for each item of work to be performed.

Required Documentation: A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number.

*This written notice can be used to satisfy Indicators 3, 7, and 10.

CERTIFICATION AGENCIES

(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories for listings of certified MBE/WBE firms.)

City of Los Angeles

Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St., Suite 1300
Los Angeles, CA 90014

(213) 847-6480
(213) 847-5566 FAX

Caltrans

State of California, Department of Transportation
Civil Rights Group
120 S. Spring Street
Los Angeles, CA 90012

(916) 445-3520 directory orders
http://www.dot.ca.gov/hq/bep/find_certified.htm

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

(213) 922-2600
(213) 922-7660 FAX
<http://www.mta.net>

6	FOLLOW-UP ON INITIAL SOLICITATION	10 Points
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The proposer documented efforts to follow up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project not less than three (3) calendar days prior to the date the bids were required to be submitted.

Required Documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Proposer must follow-up with all subconsultants to whom they sent letters. (Indicator No.5)

7	PLANS, SPECIFICATIONS AND REQUIREMENTS	5 Points
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The proposer provided interested subconsultants with information about the project scope, services requested, and

other requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4 or 5, information detailing how, where and when the proposer will make the required information available to interested subconsultants.

8	CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS	10 Points
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The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than 15 calendar days prior to the submission of the proposals. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

Required Documentation: A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number.

RECRUITMENT/PLACEMENT ORGANIZATIONS

Mayor's Office of Economic Development
Los Angeles Opportunities For Procurement And Services (LA OPS)
200 N. Spring Street, M-175A
Los Angeles, CA 90012
Attn: Mario Marin, Director
(213) 978-0677
(213) 978-0690 FAX
<http://www.lamboc.org>

National Center for American Indian Enterprise Development
11138 Valley Mall, Suite 200
El Monte, CA 91731
Attn: Charleen Wakolee, Management Consultant
(626) 442-3701
(626) 442-7115 FAX
<http://www.ncaied.org>

Latin Business Association (LBA)
5400 E. Olympic Blvd., Suite 130
Los Angeles, CA 90022
Attn: Gladys Hurtado, Procurement Officer Director
(323) 721-4000
(323) 722-5050 FAX
<http://www.lbausa.com>

Black Business Association (BBA)
5444 Crenshaw Blvd., 2nd Floor
Los Angeles, CA 90043
Attn: Earl "Skip" Cooper, II
(323) 291-9334
(323) 291-9234 FAX
<http://www.bbala.org>
Email: bbala@earthlink.net

Asian Business Association (ABA)
1111 Corporate Center Drive, Suite 305B
Monterey Park, CA 91754
Attn: Dee Castro, Administrative Assistant
(323) 264-2227
(323) 264-8188 FAX
<http://www.aba-la.org>
Email: inso@aba-la.org

National Association of Women Business Owners (NAWBO)
404 South Figueroa Street, Suite 204
Los Angeles, CA 90071
Attn: Angela B. Winston, Associate Director
(800) 266-8762
(213) 622-6659 FAX
<http://www.nawbola.org>

Although e-mail addresses have been provided for most of the outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

9.	NEGOTIATED IN GOOD FAITH	26 Points
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The proposer negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.

Required Documentation: a) Copies of all MBE/WBE/OBE proposals or quotes received; b) Schedule A; and c) Summary sheet organized by work area, listing proposals received, the subconsultant selected for that work area, and the reason for selecting and not selecting subconsultants. If the proposer elects to perform a listed work area with its own staff, include an explanation.

10.	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE	5 Points
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4 or 5, information about the proposer's efforts to assist with bonds, lines of credit and insurance.

B. SUBMITTAL DOCUMENTS

1. MBE/WBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the dollar value.

2. Final Report of Subcontracting (Schedule B)

Upon completion of the contract, a summary of these records shall be prepared on the "Final Report of Subcontracting and Purchases" form (Schedule B) and certified correct by the proposer or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

C. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

- b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which does not otherwise qualify as a Minority or Women Business Enterprise.
3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
4. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); or 3) Los Angeles County Metropolitan Transportation Authority prior to the Awarding Authority's approval to negotiate a contract if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this project.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles
The Office of Contract Compliance, Room 1300, 600 S. Spring St., Los Angeles, CA 90014
Telephone: (213) 847-6480 FAX: (213) 847-5566
- b. Caltrans
State of California, Department of Transportation, Civil Rights Group, 120 S. Spring Street, Los Angeles, CA 90012, Telephone: (213) 897-0606.
To order a directory, call (916) 445-3520.
Internet address: http://www.dot.ca.gov/hq/bep/find_certified.htm
- c. Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department, 1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. Affirmative steps for Good Faith Effort Documentation are outlined in Paragraph A herein. The Good Faith Effort Documentation must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will result in the proposal to be found non-responsive.
6. Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.
7. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a

particular portion(s) of the work and the completion of which the consultant is obligating itself.

8. Participation Recognition:

- a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Awarding Authority for this project. The prime consultant will be required to make good faith efforts to obtain reasonable expected participation levels through subconsulting or materials and supplies acquisition.
- b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- d. A firm which qualified as both a MBE and a WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.

D. SUBCONTRACTS

Substitution: The contract document requires that the proposer's levels of MBE/WBE/OBE participation, if any, shall be maintained throughout the duration of the contract. If the substitution of a subconsultant lowers the pledged levels of MBE/WBE/OBE participation, the Awarding Authority requires the consultant to demonstrate a good faith effort to provide MBE, WBE and OBE firms an equal opportunity to compete for the subcontracting work being substituted.

E. NON-COMPLIANCE

The City will, when deemed appropriate, provide contract provisions relating to consultant's failure to comply with their pledged levels of MBE/WBE/OBE participation. Under these provisions:

1. Retainage of five percent (5%) of the monthly payment(s) shall be withheld when it is determined that the submitted MBE/WBE/OBE utilization (verified by City staff) are not being met. Retainage would be released upon compliance with the utilization plan.
2. In the event of non-compliance, i.e., a consultant is not achieving the contractually agreed upon MBE/WBE/OBE levels of participation, the "retainage", or part thereof, shall be assessed by the City as a penalty and/or the contract terminated.

F. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFQ Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS CITY/MIA CERT. NO	RELATIVE VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

**FINAL REPORT OF SUBCONTRACTING AND PURCHASES
SCHEDULE B**

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

Name, Address, Telephone No. of Subcontractor	Description of Work or Supply	MBE	WBE	Dollar Value of Subcontract

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			

Signature of Person Completing this Form

Title

Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

EXHIBIT 9
CHILD CARE POLICIES

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

CHILD CARE POLICIES

- I. **City Child Care Policy and Vendor System** – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. **Request Child Care Policy Information from Vendors** – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".
- III. **Definition of a Stated Child Care Policy** – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”

- A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** – Group care for children (may range from 12 to 300 children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.
- B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)** – Care for up to fourteen children in the home of a licensed caregiver; may include one home or a network of two or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** – Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** – System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. PAID PARENTAL LEAVE** – employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** – Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS** – Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to \$5,000 per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. CHILD CARE REFERRAL SERVICES** – A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

- I. PARENTING SEMINARS** – company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. COUNSELING OF A SELF-SUPPORTING CENTER** – Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. START-UP OF A SELF-SUPPORTING CENTER** – Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.
- L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER** – Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child-care service available to employees of contributing companies.
- M. FLEXIBLE WORK HOURS** – Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.
- N. FLEXIPLACE/WORK-AT-HOME** – Company offers employees the option to work in their homes; may be available part- or full-time.
- O. PERMANENT PART-TIME/JOB SHARING** – company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE** – Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. UNPAID PARENTAL LEAVE** – Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM** – Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One

DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	YES	NO
If YES, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>

Part Two

DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	YES	NO
If YES, please check which from(s) of assistance	<input type="checkbox"/>	<input type="checkbox"/>
<u>Level I Assistance</u>		
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
<u>Level II Assistance</u>		
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
<u>Level III Assistance</u>		
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

(Signed)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: _____

Expiration Date: _____

EXHIBIT 10

FORM D – BUSINESS EXPERIENCE AND QUALIFICATIONS

Form D - Business Experience and Qualifications

INDIVIDUAL INFORMATION

Individuals, partners, members of joint ventures, and officers of corporations must each complete all the Individual Information pages of this Form D that includes the Personal History and Work Experience sections and the business entity information sections. Use additional sheets if necessary to fully answer the questions.

PERSONAL HISTORY

Legal Name _____
Business Address _____ Telephone _____

Have you ever had a bond or surety canceled or forfeited? Yes _____ No _____ If yes, state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture: _____

Have you ever pled guilty or no contest to or been convicted of committing any crime (other than minor traffic violations)? Yes _____ No _____ If yes, state dates, violations, and locations: _____

Have you or your spouse, or any business in which you were an officer or which you owned or had an interest in, ever declared bankruptcy, been declared insolvent or bankrupt or filed for bankruptcy or reorganization under Federal or State laws? Yes _____ No _____ If yes, state date, court jurisdiction, amount of liabilities and amount of assets: _____

Are you currently involved in any pending litigation? Yes _____ No _____ If yes, state court jurisdiction and case file number: _____

I hereby certify that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief; and I understand and agree any misstatement or omission of material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the City of Los Angeles.

Date

Signature

Form D - Business Experience and Qualifications

Work Experience

Describe in detail the duration and the extent of your business experience with special emphasis on your experience in the management and operation of a canvassing business, the size of the business (annual gross revenues), and your title and function.

AUTHORIZATION TO RELEASE INFORMATION (GENERAL)

I hereby authorize the release of all financial and credit information and/or verification of employment to the City of Los Angeles, Department of Animal Services, as said items relate to my interest in securing a contract with the CITY. This form may be reproduced or photocopied to be utilized as my consent to release financial and credit information or employment verification.

Print Name Here

Signed

FORM D - Business Experience and Qualifications

BUSINESS ENTITY INFORMATION

DESCRIPTION OF THE BUSINESS ENTITY

Attach an organization chart, if appropriate. Please provide a listing of all of your firm's current operations similar to proposed canvassing contract proposal in the Southern California area.

A. SOLE PROPRIETORSHIP

Name in full _____

B. PARTNERSHIP (Attach a complete copy of the Partnership Agreement.)

Date of Organization _____

General Partnership _____ / Limited Partnership _____

Statement of partnership recorded? Yes _____ Date _____ / No _____

Has the partnership done business in southern California? Yes _____ / No _____

When? _____

Name, Address, and partnership share of each general/limited partner:

Name	Address	Share	Limited (L) General (G)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. JOINT VENTURE (Attach a complete copy of the Joint Venture Statement.)

Date of Organization _____

Joint venture agreement recorded? Yes _____ Date _____ / No _____

When? _____

Name and address of each Joint Venturer:

Name	Address
_____	_____
_____	_____
_____	_____

D. CORPORATION (Attach a Corporate Resolution indicating the parties authorized to contact on behalf of the corporation. The Corporate Resolution must contain the corporate seal and be certified by the Secretary of the corporation.)

Complete the following Corporation Statement.

CORPORATION STATEMENT

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California? Yes _____ No _____
4. The corporation is held: Publicly _____ Privately _____
5. If publicly held, how and where is the stock traded? _____

6. List the following:

	Authorized	Issued	Outstanding
a. Number of voting shares	_____	_____	_____
b. Number of non-voting shares	_____	_____	_____
c. Number of shareholders	_____		
d. Value per share of common stock:	Par	\$ _____	
	Book	\$ _____	
	Market	\$ _____	

7. Furnish the name, title, address, and number of voting and non-voting shares of stock held by each officer and director of the corporation. In addition, provide the name and address of the shareholder who is not an officer or director but owns the largest number of voting shares of stock in the corporation and the name and address of the shareholder who is not an officer or director but owns the largest number of non-voting shares of stock in the corporation.

If business entity is a publicly held corporation, submit the most current Annual Report.

EXHIBIT 11

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE
 (Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

3. Who is responsible for the administration and enforcement of the Ordinance?

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
City Administrative Officer	Service	Contractor Enforcement Section (213) 978-7650
General Services	Procurement	Raymond Richards (213) 485-4591
Public Works	Construction	Russ Struzella (213) 580-5012

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the CAO's Contractor Evaluation data base [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the

contractor has violated, any federal, state, or local law in the performance of the contract..

- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

16. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

18. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website:
<http://www.lacity.org/bidresp>.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) To provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

CITY OF LOS ANGELES



RULES AND REGULATIONS

IMPLEMENTING

THE CONTRACTOR RESPONSIBILITY ORDINANCE

Office of City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 1240
Los Angeles, CA 90012
(213) 978-7650
(213) 978-7616 (Fax)

**RULES AND REGULATIONS IMPLEMENTING
THE CONTRACTOR RESPONSIBILITY ORDINANCE**

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RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

These Rules and Regulations are promulgated pursuant to Section 10.40.5 of the Los Angeles Administrative Code, the Contractor Responsibility Ordinance (CRO). Each Awarding Authority shall cooperate to the fullest extent with the Designated Administrative Agencies (DAA) in the administration of the CRO. The DAA may amend these Rules and Regulations from time to time as required for the implementation of the CRO.

A. DEFINITIONS

1. **Adoption of CRO definitions:** For purposes of these Rules and Regulations, the definitions set forth in LAAC Section 10.40.1 are incorporated herein by reference, and include the following:

- a. **Awarding Authority**

- b. **Bid**

- c. **Bidder**

- d. **City Financial Assistance Recipient (CFAR)**

- e. **Contract:**

- (1) Service contracts are covered by the CRO if the contract is for \$25,000 or more, and the term of the contract is 3 months or more.
- (2) Purchase contracts are covered by the CRO if the contract is for \$100,000 or more. Contracts for the purchase of garments are covered by the CRO if they are for \$25,000 or more.
- (3) Construction contracts are covered by the CRO regardless of amount.

- f. **Contractor**

- g. **Designated Administrative Agency (DAA)** For purposes of these Rules and Regulations, the Designated Administrative Agencies are as follows:

- (1) Construction contracts: Department of Public Works
- (2) Service contracts: City Administrative Officer
- (3) Procurement contracts: Department of General Services

- h. **Invitation for Bid (IFB)**

- i. **Public Lease or License**

- j. **Subcontractor**

2. **New definitions**

- a. **"Questionnaire"** means the set of questions developed by the DAA that will assist the City in determining a bidder or contractor's responsibility. Information solicited from the Questionnaire may include but is not limited to: management expertise, technical qualifications, experience, organization, material, equipment and facilities to perform the work, financial resources, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. The DAA may amend the Questionnaire from time to time.

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

- b. **"Pledge of Compliance"** means the Pledge developed by the DAA and may be updated from time to time. The Pledge shall require contractors to sign under penalty of perjury that the contractor will:
- (1) Comply with all applicable federal, state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
 - (2) Notify Awarding Authorities within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph (1) above in the performance of the contract.
 - (3) Notify Awarding Authorities within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph (1) above in the performance of the contract.
 - (4) Ensure that subcontractors working on the City contract submit the Pledge to Awarding Authorities.
 - (5) Ensure that subcontractors working on the City contract abide by the requirements of the Pledge and the requirement to notify Awarding Authorities within 30 calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated subparagraph (1) above in the performance of the contract.

B. SUBMISSION OF QUESTIONNAIRES

1. **Awarding Authority Issuance of Invitation for Bids (IFB):** Unless otherwise exempt from the CRO, if a proposed contract meets the definition of a contract subject to the CRO as defined in the Ordinance and these Rules and Regulations, the Awarding Authority shall include in the IFB:
 - a. Language informing potential bidders of the CRO.
 - b. The Questionnaire that bidders submit with their bid.
2. **Submission of Questionnaires with Bids:**
 - a. All bid submissions must contain a completed Questionnaire signed under penalty of perjury.
 - b. Failure to submit a Questionnaire in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bid.
 - c. Submitted Questionnaires become public record, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.
3. **If no IFB used to procure the proposed contract:** If no IFB procedure is used to procure the proposed contract, the proposed contractor must submit the

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

Questionnaire to the Awarding Authority for posting on the Internet for a period of 14 calendar days prior to execution of the contract.

4. **Subcontractors:** The listing of subcontractors must be submitted with the bid and will be posted on the Internet with the bidder's Questionnaire for public review. For construction contracts, bidders must list a subcontractor proposed to be used on the City contract if the subcontractor will be performing work on the construction contract in an amount in excess of \$10,000 or in excess of one-half of one percent of the total bid amount, whichever is greater. For service contracts, bidders must list subcontractors as required by the IFB.

C. DEPARTMENTAL REVIEW OF SUBMITTED QUESTIONNAIRES

1. **Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, Awarding Authorities shall review the bid submissions to determine whether a completed Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
2. **Posting of Questionnaires and Subcontractor Listing:** Awarding Authorities shall forward to the DAA the Questionnaires and subcontractor listings, if any, submitted by the responsive bidders for posting as follows:
 - a. If a contract is to be awarded pursuant to a competitive bid process, the Questionnaires for the three lowest responsive bidders and their listing of proposed subcontractors, if any, shall be forwarded to the DAA for posting on the City Internet for a period of 14 calendar days for public review.
 - b. If a contract is to be awarded pursuant to a request for proposals or qualifications and award is not based on the lowest submitted bid price, the Questionnaires for the short-listed proposers and their listing of proposed subcontractors, if any, shall be forwarded to the DAA for posting on the City Internet for a period of 14 calendar days for public review. If no short-listing procedure is used, the Questionnaire for the prospective contractor shall be posted for 14 calendar days.
 - c. No contract may be awarded to any bidder until at least 14 calendar days after the Questionnaire has been posted for public review. If administrative or technical errors prevent or delay the posting of the Questionnaire, the Internet posting period will be extended by the amount of time that the Questionnaire was not available for public review.
 - d. The Questionnaire of the bidder/proposer awarded the contract shall be retained by the Awarding Authority as part of the contract file. The

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

Questionnaires for the bidders/proposers not awarded the contract should be retained in the customary manner by the Awarding Authority.

- e. The DAA may delegate responsibility for posting of the Questionnaires to the respective Awarding Authorities.

3. Claims Resulting from Public Posting

- a. Claims regarding a bidder or contractor's responsibility should be submitted to the DAA in writing. However, the DAA may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing, if the DAA in its discretion determines that the claim calls into question the bidder's or the contractor's responsibility.

- b. If the DAA receives information which calls into question a bidder's responsibility, and the information was received before the contract has been executed, the DAA shall:

- (1) Notify the Awarding Authority in writing that no contract may be awarded until the DAA has completed investigation into the matter.
- (2) Investigate the complaint to determine its validity.
- (3) Upon completion of the investigation, the DAA shall notify the Awarding Authority of the result of the investigation.
- (4) No contract may be awarded to any bidder until after the investigation has been completed and the Awarding Authority has received written notification that investigation has been completed.
- (5) Findings from the investigation received by the Awarding Authority will be considered by the Awarding Authority as part of the determination of the bidder's responsibility.

- c. If the DAA receives written information that calls into question a contractor's responsibility, and the information was received after the contract has been executed, the DAA shall investigate the matter as required in Section H.

D. AWARD AND EXECUTION OF CONTRACTS

1. Awarding Authority Determination of Responsibility and Award of Contract

- a. Each Awarding Authority shall determine whether a bidder is a responsible bidder with the necessary quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
 - (1) Information contained in the Questionnaire.
 - (2) Information provided by the DAA, including the results of any investigation conducted by the DAA.
 - (3) Information regarding the bidder's past performance that may be contained in the Contractor Evaluation Database.

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(4) The Awarding Authority may also consider any other reliable information that may be available, including but not limited to information from any individual or any other governmental agency.

b. An Awarding Authority may award and execute a contract with a bidder only if:

(1) the bidder's Questionnaire has been posted for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRO;

(2) the bidder is not being investigated by a DAA pursuant to the CRO;

(3) the bidder has not been found to be a non-responsible bidder pursuant to the CRO;

(4) the bidder does not appear on any City list of debarred bidders or contractors; and

(5) the bidder has met all other applicable City requirements.

2. Submission of Pledge of Compliance

a. Within 30 calendar days of execution of a contract, the contractor shall submit to the Awarding Authority a Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

3. Subcontractor Responsibility

a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and these Rules and Regulations unless the subcontract is not subject to the CRO.

(1) Contractors may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

(2) Subject to approval by the Awarding Authority, contractors may substitute a non-responsible subcontractor with another subcontractor with no changes in bid amounts.

b. Contractors shall submit to the Awarding Authority a Pledge of Compliance for each subcontractor listed by the contractor as performing work on the City contract within 30 calendar days of execution of the contract.

(1) If the Awarding Authority in its discretion determines that contractors should submit the Pledge of Compliance from each subcontractor within a shorter time period than the 30 calendar days after execution of the contract, the Awarding Authority shall notify the contractor of the shorter time period. In such cases, contractors must comply with the shorter time requirement, and failure to do so may be considered a violation of these Rules and Regulations.

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4. Execution of Contracts

- a. Unless exempt under Section 10.40.4 of the CRO, all contracts must contain language obligating the contractor to comply with the CRO.
- b. No contract may be executed unless:
 - (1) Language obligating the contractor to comply with the CRO has been incorporated into the final contract.
 - (2) The proposed contractor's Questionnaire, unless otherwise exempt, has been posted for at least 14 calendar days in accordance with these Rules and Regulations.

E. AMENDMENTS

1. Compliance with the CRO is required in contract amendments if the initial contract was not subject to the CRO, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRO.
 - a. Unless exempt under Section 10.40.4 of the CRO, all contract amendments must contain contract language obligating the contractor to comply with the CRO.

F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

1. Notification of Investigations: Contractors shall:
 - a. Notify Awarding Authorities within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with any applicable federal, state, or local law in the performance of the City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - b. Notify Awarding Authorities within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable federal, state, or local law in the performance of the City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

- c. Notify Awarding Authorities within 30 calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable federal, state, or local law in the performance of the City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

2. Update of Information:

- a. Updates of information contained in the contractor's responses to the Questionnaire must be submitted to the Awarding Authority within 30 days of any changes to the responses if the change would affect the contractor's fitness and ability to continue performing the contract.

- b. ~~The DAA and Awarding Authority shall determine whether a contractor in a~~ specific situation should have provided information or updated information.

- (1) If the Awarding Authority or DAA becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated the Awarding Authority of such information, but the contractor has not done so, the DAA shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.

- c. Failure to provide updated information when required by the CRO or these Rules and regulations may be considered a material breach of the contract, and the City may invoke remedies set forth in the Section 10.40.6 of the CRO.

- d. The requirement that a contractor update the Questionnaire does not apply to contractors not subject to the CRO (such as those contractors working on emergency contracts exempt from the CRO), or to contractors who became subject to the CRO solely because of an amendment to the original contract.

3. Contractors shall ensure that subcontractors provide information and updates. Contractors shall ensure that subcontractors who perform work on the City contract abide by these same updating requirements, including the requirement to:

- a. Notify Awarding Authorities within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable federal, state, or local law in the performance of the City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

- b. Notify Awarding Authorities within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable federal, state, or local law in the performance of the City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- 4. Questionnaires and Updates of Questionnaire Responses Not Applicable to Subcontractors:** The requirement that contractors provide Questionnaires and updates to the Questionnaire responses does not apply to subcontractors.

H. INVESTIGATION

- 1. Reporting of Alleged Violations:** Allegations of Violations of the CRO or these Rules and Regulations shall be reported to the DAA. Whether based on a complaint or otherwise, the DAA shall be responsible for investigating such alleged violations.
- 2. Process:**
 - a. Upon receipt of a complaint or upon initiation of an investigation, the DAA shall notify the Awarding Authority and the bidder or contractor that an investigation has been initiated.
 - b. The contractor shall cooperate fully with the DAA in providing information. A contractor's failure to cooperate may be deemed a material breach of the contract, and the City may pursue all available remedies.
 - c. To the extent permissible, the DAA shall maintain the identity of the complainant, if any, confidential.
 - d. Upon completion of the investigation, the DAA shall prepare a written report of the findings and notify the Awarding Authority and the contractor of the results.
- 3. Results of Investigation:**
 - a. When an investigation is completed before the contract is awarded, the DAA shall notify the Awarding Authority of the results, and the Awarding Authority shall consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.
 - b. When an investigation is completed after the execution of a contract:

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

- (1) If violations of the CRO are found, the DAA shall notify the contractor of the violation and require the contractor to make corrections or take reasonable measures within 10 calendar days.
- (2) If the contractor fails to make corrections as required, the DAA shall notify the Awarding Authority and may recommend that the Awarding Authority:
 - (i) Terminate the contract.
 - (ii) Initiate a proceeding to declare the contractor a non-responsible contractor.

I. VIOLATIONS OF THE CRO OR RULES AND REGULATIONS

1. Violations of the CRO or of these Rules and Regulations may be considered a material breach of the City contract and may entitle the City to terminate the contract.
2. Alleged violations shall be reported to the DAA which will investigate all such complaints.
3. When a violation is found, the DAA shall notify the contractor and the Awarding Authority of the violation. The DAA shall require the contractor to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in the DAA:
 - a. Recommending that the Awarding Authority declare a material breach of the contract and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the contract.
 - b. Recommending that the Awarding Authority declare the contractor a non-responsible contractor by initiating, within 30 calendar days or as soon as practicable, a non-responsibility proceeding in accordance with Section 10.40.2 of the CRO and these Rules and Regulations.

J. NON-RESPONSIBILITY PROCEEDING

1. The process of declaring a bidder or contractor a non-responsible bidder or contractor shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.
2. Before a bidder or contractor may be declared non-responsible, the bidder or contractor shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a non-responsibility proceeding.
 - a. If the bidder or contractor fails to exercise the right to a proceeding within 10 calendar days of the date of the notice of the proposed determination of non-responsibility, the bidder or contractor shall be deemed to waive the right to a

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

non-responsibility proceeding. In such cases, the Awarding Authority may declare the bidder or contractor a non-responsible bidder or contractor without a non-responsibility proceeding.

3. Each Awarding Authority shall establish a procedure for the non-responsibility proceeding which, at minimum, must include the following:

a. Each department must establish its own procedure for debarment that, at minimum, must include the following:

(1) The department must provide the contractor with written notice of the department's intent to declare the bidder or contractor non-responsible.

The notice must inform the contractor of the following:

(a) The department intends to declare the bidder or contractor non-responsible.

(b) A summary of the information upon which the Awarding Authority is relying upon.

(c) An opportunity to rebut adverse evidence and to present evidence that the contractor is a responsible contractor will be provided if the contractor submits a written request for such a proceeding. The Awarding Authority must receive the written request within 10 calendar days of the date of the notice.

(d) If the Awarding Authority does not receive a written request for such a proceeding within 10 calendar days from the date of the notice, the bidder or contractor may be deemed to have consented to the non-responsibility determination.

(e) Any evidence that the bidder or contractor wishes to present at the proceeding must be received by the Awarding Authority within 15 calendar days of the date of the notice.

(f) The date the proceeding will be held. The proceeding shall be held only if the Awarding Authority receives the written request within the required time and shall be least 20 calendar days from the date of the notice.

(g) The proceeding shall be limited to the reasons stated in the department's notice of intent to declare the bidder or contractor non-responsible.

(2) The Awarding Authority must allow the bidder or contractor at least 10 calendar days from the date of the notice of intent to declare the bidder or contractor non-responsible to submit a written request for an opportunity to rebut adverse evidence. If the Awarding Authority does not receive a written request for such a proceeding within the appropriate time frame, the Awarding Authority may deem the bidder or contractor to have consented to the debarment. A request for a proceeding may be

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

submitted by fax in order to meet the 10 calendar day deadline provided that the original of that request is submitted prior to the date of the proceeding.

- (3) The Awarding Authority must allow the bidder or contractor 15 calendar days from the date of the notice of intent to debar to submit the evidence that the bidder or contractor intends to present at the proceeding. Evidence not submitted within the 15 calendar days need not be considered by the Awarding Authority during the proceeding.
 - (4) If the Awarding Authority receives a written request for a non-responsibility proceeding within the required time, the proceeding shall be held at least 20 calendar days from the date of the notice of intent to declare the bidder or contractor non-responsible. The proceeding must allow the bidder or contractor an opportunity to address the issues contained in the notice of the Awarding Authority's intent to declare the bidder or contractor non-responsible.
 - (5) The proceeding may be held by the head of the Awarding Authority, or his/her designee who shall make a recommendation to the head of the Awarding Authority. The head of the Awarding Authority shall make the final decision.
- b. The Awarding Authority may determine that the bidder or contractor:
 - (1) Does not possess the necessary quality, fitness, or capacity to perform work on City contracts, should be declared a non-responsible bidder or contractor, and should be debarred for the contract and future contracts as specified in Section K.
 - (2) Should not be declared a non-responsible bidder or contractor.
 - c. The Awarding Authority's determination shall be final and constitute exhaustion of administrative remedies.
 - d. The Awarding Authority's final decision shall be in writing and shall be provided to the contractor and to the DAA. If the bidder or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO for inclusion in the consolidated list of non-responsible contractors, as specified in Section K.

K. DEBARMENT

1. Upon final determination of a bidder or contractor's responsibility or non-responsibility, the Awarding Authority shall provide the DAA with a written notice of the Awarding Authority's findings and determinations.

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

2. The DAA shall maintain a listing of bidders and contractors who have been debarred by the City pursuant to the CRO. The CAO shall maintain a consolidated listing of all debarred bidders and City contractors and shall post such listing on the City Internet.
3. A bidder or contractor debarred by the Awarding Authority may not be awarded any contract with any Awarding Authority in the City. The City-wide debarment is effective for a period of five years from the date of the City's notice that a bidder or contractor has been debarred.
 - a. A bidder or contractor debarred from doing business with the City may not perform any work on any City agreement, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.
 - b. After two years from the date a bidder or contractor has been debarred from doing business with the City, the bidder or contractor may request to be removed from the list of debarred bidders and contractors and may be allowed to contract with the City prior to the end of the five year debarment period if the bidder or contractor proves that it has corrected the problems which led to the debarment and is a responsible bidder or contractor. The request shall be submitted to the Awarding Authority.
 - c. If a bidder or contractor requests to be removed from the list of debarred bidders and contractors prior to the five year period, the Awarding Authority which determined the bidder or contractor non-responsible shall provide the bidder or contractor with written notice of its decision on whether to lift the debarment. A copy of that decision shall be provided to the DAA and to the CAO.
 - d. Unless otherwise removed from the list of debarred bidders and contractors by the debarring Awarding Authority, debarred bidders and contractors shall remain on the list for five years from the date of being debarred.
4. Debarment under the Contractor Evaluation Ordinance constitutes debarment under the Contractor Responsibility Ordinance. Similarly, debarment under the Contractor Responsibility Ordinance constitutes debarment under the Contractor Evaluation Ordinance.

L. EXEMPTIONS

1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRO and these Rules and Regulations:

RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

- a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

2. Exemptions from Questionnaire Requiring DAA Approval and/or Certification: The following types of contracts are exempt from the requirement to submit a Questionnaire but remain subject to other CRO requirements, including the requirement that the contractor notify the Awarding Authority within 30 days of any information regarding investigations or the results of investigations by any governmental agency into the contractor's compliance with applicable laws.

- a. Contracts awarded on the basis of exigent circumstances when any Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
 - (1) This exemption is subject to approval by the DAA.
 - (2) The Awarding Authority shall submit a request to the DAA for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless the DAA has granted written approval of the waiver.
- b. Contracts where the goods or services are proprietary or available from only one source.
 - (1) This exemption is subject to approval by the DAA.
 - (2) The Awarding Authority shall submit a request to the DAA for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless the DAA has granted written approval of the waiver.
- c. Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity in accordance with Charter Section 371(e)(5).
- d. Contracts entered into based on Charter Section 371(e)(6), (7) or (8). The Awarding Authority must certify in writing that the contract is entered into in accordance with Charter Section 371(e)(6), (7) or (8).

**RULES AND REGULATIONS IMPLEMENTING
THE CONTRACTOR RESPONSIBILITY ORDINANCE**

M. EFFECTIVE DATE OF RULES AND REGULATIONS

1. These Rules and Regulations take effect after adoption by Council.
2. Contracts entered into after these Rules and Regulations are adopted by Council are subject to the CRO and these Rules and Regulations unless the contract is awarded pursuant to a Bid that was issued prior to their adoption.
3. Contracts amended after these Rules and Regulations are adopted will become subject to CRO and these Rules and Regulations if they meet definitions contained in these Rules and Regulations.

Attachment 1

SUMMARY OF CONTRACTOR RESPONSIBILITY QUESTIONNAIRES

1. **Business Organization/Structure**
Identifies the organizational structure of the firm; e.g., sole proprietor, corporation, limited liability company, partnership, joint venture.
2. **Ownership and Name Changes**
Identifies if the firm operated similar businesses in the past, or operated under (a) different name(s).
3. **Financial Resources and Responsibility**
Determines if the firm is or has been in bankruptcy; in the process of being sold, been denied bonding, or had bond payments made to satisfy claims.
4. **Performance History**
Determines if the firm has had prior business with the City and other governmental entities performing work similar to that to be contracted; been terminated prior to completion of the contract; been debarred by a governmental entity; used subcontractors that had been debarred by a governmental entity.
5. **Disputes**
History of legal disputes/arbitrations involving payments to subcontractors, work performance, employment issues, outstanding judgments, assessment of liquidated damages.
6. **Compliance with Laws**
Determines if the firm has been investigated or cited for violations of federal, state or local laws.
7. **Business Integrity**
Determines if the firm has been investigated or found to have made material misrepresentations in its contracting, or been convicted of crimes involving bidding and awarding of contracts, work performance, fraud, theft, embezzlement, perjury, bribery.

Attachment 5

SUMMARY OF RULES AND REGULATIONS IMPLEMENTING THE CONTRACTOR RESPONSIBILITY ORDINANCE

1. **Applicability**
 - (a) Service contracts for \$25,000 or more with a term of 3 months or more.
 - (b) Purchase contracts for \$100,000 or more; contracts for purchase of garments that are \$25,000 or more.
 - (c) Construction contracts regardless of amount.

2. **Submission and Posting of Questionnaires/Submission of Pledge of Compliance**

Bidders shall submit completed Questionnaires and a listing of subcontractors to the Awarding Authority for posting on the City internet for 14 calendar days. Failure to submit a completed Questionnaire shall deem the bidder to be non-responsive and shall be disqualified from the bidding process. All contractors and subcontractors shall submit a Pledge of Compliance with the Contractor Responsibility Ordinance (see Attachment 6).

3. **Providing Updated Information**

Contractors shall update the responses to the Questionnaire, and notify the Awarding Authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation or found that the contractor has violated any federal, state or local law in the performance of the City contract. Failure to provide updated information may be considered a material breach of the contract. Contractors shall ensure that their subcontractors comply with the requirement to provide updated information.

4. **Investigation of Claims During Bid Process**

The respective Designated Administrative Agencies (DAA) (Bureau of Contract Administration for construction; General Services for procurement; Office of Administrative and Research Services for services) shall investigate claims relative to a bidder's responsibility. No contract may be awarded until after the investigation has been completed. Findings of the investigation shall be considered by the Awarding Authority as part of the determination of the bidder's responsibility.

5. **Determination of Bidder Responsibility**

An Awarding Authority shall determine whether a bidder has the necessary quality, fitness and capacity to perform the work by considering the totality of information provided by the following: (a) the Contractor Responsibility Questionnaire; (b) results of any investigation conducted by the DAA; (c) the City's Contractor Evaluation Data Base; (d) the City's list of debarred contractors; (e) any other reliable information such as from another governmental agency. Contractors are responsible for ensuring that their subcontractors meet the criteria for responsibility as set forth in the Contractor Responsibility Ordinance. No contractor or subcontractor appearing on the City's list of debarred contractors may perform work on any City agreement for five years (see "Debarment" below).

6. Violations of the CRO Following Contract Execution

The DAA shall investigate alleged violations of the Ordinance. If a violation is found, the contractor will be required to correct the violation within 10 calendar days. Failure to do so may result in the Awarding Authority declaring a material breach of the contract, or initiating a non-responsibility hearing.

7. Non-Responsibility Hearing Process

The Awarding Authority shall consult with the City Attorney regarding the information obtained leading to the proposed decision to declare the contractor non-responsible. The Awarding Authority shall provide to the contractor an opportunity for a hearing by sending a written notice that includes the following: (a) the Awarding Authority's intention to declare the contractor non-responsible; (b) a summary of the information relied upon; (c) the contractor's right to request a hearing to rebut the adverse information and to present evidence of its quality, fitness and capacity to perform the work; and, (d) if the contractor does not exercise that right within 10 working days of the date of the notice, the right to a hearing shall be deemed to have been waived. The hearing may be held by the head of the department, or his/her designee. The Awarding Authority's decision shall be in writing, and a copy shall be provided to the contractor and the DAA. If the contractor is declared to be non-responsible, the final decision shall also be provided to the OARS for inclusion in the consolidated list of non-responsible contractors.

8. Debarment

(a) A contractor declared to be non-responsible is precluded from performing any work on any City agreement for five years from the date of the City's notice of the finding of non-responsibility. After two years, the debarred contractor may request reconsideration of the debarment by submitting proof to the Awarding Authority that it has corrected the problems that led to the debarment.

(b) Each DAA shall maintain a list of contractors found to be non-responsible by the Awarding Authorities. The OARS shall maintain a consolidated list of non-responsible contractors for posting on the City internet.

9. Exemptions

(a) Exemptions from the CRO:

- (1) Contracts with a governmental entity.
- (2) Contracts for investment of trust moneys or agreements relating to the management of trust assets.
- (3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) Exemptions from requirement to submit a Questionnaire, but remain subject to submission of Pledge of Compliance with the CRO:

- (1) Contracts awarded on basis of exigent circumstances; e.g., City would suffer a financial loss or City operations would be adversely impacted.
- (2) Contracts where goods or services are proprietary or available from only one source.
- (3) Contracts awarded on basis of urgent necessity in accordance with Charter Section 371(e)(5), (6), (7) or (8).

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
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City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
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Contact Person, Title	Phone	Fax
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TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____ / ____ / ____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____ / ____ / ____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____ / ____ / ____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____ / ____ / ____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____ / ____ / ____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

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ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

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ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

EXHIBIT 12

CONTRACTOR EVALUATION PROGRAM

ATTACHMENT 1

Contractor Evaluation Program RFP Language

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

EXHIBIT 13

SLAVERY DISCLOSURE ORDINANCE

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

ARTICLE ____ - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the City Administrative Officer, Contractor Enforcement Section located at 200 North Main Street, Room 1240, Los Angeles, California 90012. Phone: (213) 978-7650; Fax: (213) 978-7616. On the Internet at www.lacity.org/cao/contractor_enforcement.

City Department Awarding Agreement _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name

Street Address

City

State

Zip

3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in _____ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

_____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on _____ at _____
(Date) (City) (State)

Signature: _____ Title: _____

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Contract Enforcement Section of the Office of the City Administrative Officer.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

ORDINANCE NO. 175346

An ordinance adding a new Article 15 to Chapter 1 of the Los Angeles Administrative Code to provide information to the City regarding participation in or profits derived from slavery by any company doing business with the City.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 15 is added to Chapter 1 of the Los Angeles Administrative Code to read:

CHAPTER 1, ARTICLE 15

**REGULATIONS REGARDING PARTICIPATION IN OR PROFITS DERIVED FROM
SLAVERY BY ANY COMPANY DOING BUSINESS WITH THE CITY**

Sec. 10.41. Definitions.

A. "Awarding Authority" means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

B. "Company" means any person, firm, corporation, partnership or combination of these.

C. "Contract" means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

D. "Designated Administrative Agency (DAA)" means the Contract Enforcement Section of the Office of the City Administrative Officer.

E. "Enslaved Person" means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

F. "Investment" means to make use of an Enslaved Person for future benefits or advantages.

G. "Participation" means having been a Slaveholder during the Slavery Era.

H. "Predecessor Company" means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

I. "Profits" means any economic advantage or financial benefit derived from the use of Enslaved Persons.

J. "Slavery" means the practice of owning Enslaved Persons.

K. "Slavery Era" means that period of time in the United States of America prior to 1865.

L. "Slaveholder" means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

M. "Slaveholder Insurance Policies" means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Sec. 10.41.1. Purpose of Slavery Era Business Corporate/Insurance Disclosure.

Many early American industries including, but not limited to, insurance, banking, tobacco, cotton, railroads, and shipping, realized enormous Profits by utilizing the uncompensated labor of Enslaved Persons. Many individuals and business enterprises were directly enriched by the labor of Enslaved Persons or benefited from insurance policies insuring Enslaved Persons.

The City of Los Angeles, whose citizenry includes descendants of Enslaved Persons, is entitled to full disclosure of any Participation in or Profits derived through Slavery by Companies seeking to do business with the City.

The State of California has implemented Insurance Code Sections 13810-13813 requiring insurance companies to provide information to the California Department of Insurance regarding Slaveholder Insurance Policies sold during the Slavery Era as part of its licensing and renewal procedure.

In further support of this legislative act and to further promote the ideals the act embraces, this ordinance requires those seeking to do business with the City to fully and accurately disclose any and all Participation in or Profits derived from Slavery.

Sec. 10.41.2. Each Awarding Authority, shall require that any Company that enters into a Contract with the City, whether the Contract is subject to competitive bidding or not, shall complete an affidavit, prior to or contemporaneous with entering into the Contract, certifying that:

A. The Company has searched any and all records of the Company, or any Predecessor Company, regarding records of Participation or Investments in, or Profits derived, from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era; and

B. Disclosed any and all records of Participation in or Profits derived by the Company, or any Predecessor Company, from Slavery, including issuance of Slaveholder Insurance Policies, during the Slavery Era, and identified the names of any Enslaved Persons or Slaveholders described in the records.

The Awarding Authority may terminate the Contract if a Company fails to fully and accurately complete the affidavit.

Sec. 10.41.3. Exceptions. This article shall not be applicable to the following Contracts:

A. Contracts for the investment of: (1) City trust moneys or bond proceeds; (2) pension funds; (3) indentures, security enhancement agreements for City tax-exempt and taxable financings; (4) deposits of City surplus funds in financial institutions; (5) the investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (6) investment agreements, whether competitively bid or not; (7) repurchase agreements; (8) City moneys invested in United States government securities; and (9) Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

B. Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

C. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a

public or quasi-public corporation located in the United States and declared by law to have a public status.

D. Contracts awarded on the basis of exigent circumstances whenever any Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this article. This finding must be approved by the DAA prior to Contract execution.

E. Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

F. Contracts for the furnishing of articles covered by letters patent granted by the government of the United States or where the goods or services are proprietary or only available from a single source.

G. Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

I. Contracts entered into pursuant to Charter Section 371 (e) (6).

J. Contracts entered into pursuant to Charter Section 371 (e) (7).

Sec. 10.41.4. Administration.

A. The DAA shall promulgate rules and regulations to implement this article within sixty days after the effective date of this ordinance.

B. The DAA shall develop an affidavit to be used by Awarding Authorities within sixty days after the effective date of this ordinance.

C. The DAA shall administer the requirements of this article and monitor compliance, including investigation of alleged violations.

Sec. 10.41.5 Application of this Article.

A. This article shall be applicable to Contracts entered into after the rules and regulations have been promulgated by the DAA.

B. This article shall be applicable to Contract amendments entered into after the rules and regulations have been promulgated by the DAA where the initial Contract was not subject to the provisions of this article.

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Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles JUN 20 2003, and was passed at its meeting of JUN 27 2003.

J. MICHAEL CAREY, City Clerk

By Maria K... ..

Deputy

Approved JUN 30 2003

James H. Haner
Mayor

Approved as to Form and Legality.

ROCKARD J. DELGADILLO, City Attorney

By Kitty Reber
KITTY REBER
Deputy City Attorney

Date 6-19-03

File No. 23-0232
89841

CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES



REQUEST FOR PROPOSAL
FOR
SPAY/NEUTER SURGERIES
FEBRUARY 2005

REQUEST FOR PROPOSALS
DOG AND CAT SPAY/NEUTER SERVICES
FOR THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

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CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

REQUEST FOR PROPOSALS

DOG AND CAT SPAY/NEUTER SERVICES

I. INTRODUCTION

A. PURPOSE

The City of Los Angeles (City), Department of Animal Services (Department), is seeking proposals from a Contractor to provide and operate a mobile spay/neuter van to provide mobile spay/neuter surgeries for dogs and cats brought to the van by City residents in low-income areas of the City.

This program is contingent on the City providing the appropriate funding. The surgeries will be provided at no cost to the pet owner and will be paid for by the City. If the Contractor does not have their own mobile spay/neuter van one may be available for leasing.

B. BACKGROUND

Spay/Neuter of Dogs/Cats from the Mobile Spay/Neuter Van:

The City of Los Angeles (City) is funding a program whereby low-income Los Angeles residents may receive free spay/neuter surgeries from a mobile spay/neuter van that will travel to and temporarily locate, on a daily basis, in areas near where they live. The City will designate neighborhoods and areas where the mobile spay/neuter van will provide these services. The Contractor will be required to provide the mobile spay/neuter van. The Contractor may either own their van or lease a van at their own expense. If the Contractor does not have access to a mobile spay/neuter van, they may contact the Department to inquire whether one may be available for leasing from a nonprofit organization. The number of mobile spay/neuter van surgeries to be performed under the proposed agreement is estimated at a minimum of 4,000 to a maximum of 4,500 per year. Proposal exceeding the maximum number of the 4,500 surgeries annually will also be considered.

This program is contingent on the City providing the appropriate funding. The surgeries will be provided at no cost to the pet owner and will be paid for by the City.

C. DEFINITIONS OF TERMS

1. Contractor should own or lease a mobile van suitable for providing the required number of spay and neuter surgeries.

2. City - City of Los Angeles, or any office, Department, or agency of the City of Los Angeles.
3. Contract - The contract or agreement between the City and Proposer resulting from the RFP and negotiated provisions.
4. Contractor - The successful Proposer to which a contract has been awarded to perform all or a portion of the work described herein.
5. Department - Department of Animal Services
6. General Manager - The General Manager of the Department of Animal Services, or his authorized representative, acting as an agent of the City.
7. Proposer - An entity submitting a proposal to perform the services described herein.
8. Pet Owner – The person who owns the dog or cat.
9. RFP - Request for proposal.
10. Residents – The residents of the City of Los Angeles.

D. QUALIFICATIONS

To qualify for a contract to operate the a mobile spay and neuter unit for the City, the Proposer must:

1. Possess previous experience, or have principals in the organization who possess previous experience in high volume spay/neuter operations.
2. Be capable of setting up, staffing, and performing the volume of surgical sterilizations on dogs and cats required by the Department on a weekly basis to meet the minimum of 4,000 to a maximum of 4,500 annually from the mobile spay/neuter van. Proposals exceeding the maximum number noted above, also will be considered.
3. Outline available financial resources and references that indicate proposer's capability of performing the services required under the contract.
4. Provide a list of references for the last five years.
5. Be capable of participating in providing free spay/neuter surgeries, of dogs and cats eight weeks of age or older, to low-income residents, in areas of low income, from a mobile spay/neuter van.

6. Have a licensed staff including veterinarians and registered veterinarian technicians that are licensed by the California Board of Veterinary Examiners.
7. Maintain current licenses from the Board of Consumer Affairs, the Drug Enforcement Administration (DEA), and any other regulatory agencies requiring licensure. This will include, but not be limited to, premise license for the mobile spay/neuter van. All licenses requiring display will be displayed in a designated area of the van, as prescribed by law.
8. Provide and maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the General Manager and the senior staff of the Department at the inception of the contract and at all times during its term. The Contractor shall post this protocol in a public area at all times.

II. SERVICES TO BE PROVIDED

A. SURGICAL PROCEDURES

1. The Contractor shall perform approved surgical sterilizations (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with AVMA guidelines and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older, owned by the residents of the City and presented at the mobile spay/neuter van which will be located in the various areas designated by the City.
2. Spay/neuter surgeries must be performed a minimum of 4 days to a maximum of 5 days a week. The Department would prefer that the van operate on at least two of the following days: Friday, Saturday, and/or Sunday. The van operations should occur, between hours of 7:00 a.m. to 6:00 p.m. at the mobile spay/neuter van.
3. The Contractor shall perform pre-surgical physical examinations on animals presented by their owners to determine if an animal is qualified for surgical sterilization. The guidelines for acceptance or rejection of animals are, but are not limited to:
 - a. Animals that are pregnant or "estrus" may be surgically sterilized at the discretion of the veterinarian.
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee assumed by the

Contractor.

- d. Animals of advanced age may require pre-surgical, geriatric blood screening.

B. EMERGENCY MEDICAL TREATMENT

1. A person qualified under the California Veterinary Practice Act shall be available to clients twenty-four hours a day for post- surgical inquiries and/or complications related to sterilization surgery. They shall be equipped with a pager and have readily available phone communication.
2. The Contractor shall monitor all animals for post-surgical complications. The Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner.
3. The Contractor will provide appropriate medical treatment to animals in the event of medical emergencies, in the care and control of the Contractor, that are not related to surgical sterilizations. The Contractor will stabilize the animal for transportation to a private veterinary hospital at no additional cost to the City or the pet owner.

Charges for medical emergency treatments (not surgically related) at referred veterinary hospitals, in addition to stabilization, may be made to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification. All such additional billing charged to pet owners shall be reported by the Contractor to the City contract administrator, in writing within 30 days, after the animal is released from treatment.

C. CARE OF ANIMALS

1. Care of animals in the custody of the Contractor shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animals have recovered sufficiently.
2. Animals unclaimed by owner(s) shall be impounded by the Contractor and turned over to the Department at the end of the business day, after reasonable efforts to contact the pet owner. The Contractor shall provide the City with the pet owners contact information along with evidence of attempts made to contact the pet owner.

D. DISCHARGE

All animals shall be released the day of surgery to their owners, or to the Department, with post-operative written instructions, including emergency phone numbers. Should

complications arise, the Contractor shall retain responsibility and care for the animal until the complication(s) is abated.

E. PUBLIC OUTREACH

The Contractor shall provide a public outreach program to advertise spay/neuter services from the mobile spay/neuter van. The outreach plan must be included in the proposal. The plan must address how the Contractor will advertise and arrange for spay/neuter surgeries in the low-income areas of the city to be visited by the mobile spay/neuter van.

III. GENERAL CONTRACT PROVISIONS

A. SCOPE OF CONTRACT

The Proposer must be willing to operate a mobile spay/neuter van in throughout the City of Los Angeles, and more specifically areas designated by the City.

B. PRICES, SERVICES AND PAYMENT

1. Prices - The City requests that the Proposer quote one cost (fee) per surgery. Prices (fees) may be broken down by type and weight, e.g., cat, dog, spay or neuter. However, the city prefers that only one cost (fee) for all types of spay/neuter surgeries be quoted. The prices (fees) stated in the proposal shall be valid for at least three years from the date the contract is executed;
2. Other Services - In addition to the required services as stated herein, the Contractor may offer other veterinary services to the public provided they are described in the proposal and approved by the General Manager, in writing, and conform to the above price requirements. Service(s) may be provided to all residents of the City. Except for emergencies, the City spay/neuter surgeries and affordable-fee (low cost) spay/neuter surgeries will take precedence over other veterinary services.
3. The City may occasionally require the Contractor to conduct Wellness Clinics (vaccine clinics) with the mobile spay/neuter van throughout the City and to provide veterinary services at prices approved by the General Manager.
4. Payment: The Contractor may invoice the City once every thirty (30) days for the total cost of surgeries completed from the mobile spay/neuter van. Only surgeries on pets of City residents will be paid.
5. Penalty: The City may impose a penalty if a minimum 4,000 spay and neuter surgeries are not met.

C. COMPLIANCE

1. The Contractor shall comply with the State of California VETERINARY MEDICINE, SURGERY AND ANIMAL HEALTH TECHNOLOGY standards and follow all rules and regulations of the Business and Professions Code in all functions and activities related to the contract. The Contractor shall also observe the provisions of the State of California Veterinary Medical Practice Act.
2. The Contractor shall obtain and maintain in good standing all licenses and permits required to perform the services under the contract.
3. The Contractor shall ensure that all staff maintain and display appropriate professional licenses in good standing.
4. The Contractor shall not employ any licensed veterinarian or registered veterinary technician who has received a citation, corrective action, or disciplinary action from the California Veterinary Board of Medical Examiners or a comparable out-of-state agency.
5. The Contractor shall conduct business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State, and Federal Governments.
6. The Contractor shall work under the Quality Assurance Program as designed by the Department.
7. The Contractor shall provide a manager who will oversee the operations of the mobile spay/neuter van to assure compliance with all requirements.

D. TERM OF THE CONTRACT

The City is seeking a three-year contract. The Proposer may offer alternative contract terms and renewal options as well. The City may for its own convenience terminate the contract at any time upon a 30 day written notice to the Contractor.

E. INDEPENDENT CONTRACTOR

The Contractor and his or her employees and/or agents shall be independent from the Department and City. The services provided under the contract shall be provided as a separate and private operation. The Contractor and his or her employees and/or agents shall not represent themselves as being employed by the Department or City.

All parties hereto will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party

shall not be deemed or construed to be the employees or agents of another party for any purpose whatsoever nor shall the Department exercise any control or direction over the methods by which the Contractor performs its professional responsibilities. The Contractor shall perform its professional responsibilities in a competent, efficient and professional manner in accordance with accepted veterinary practice and consistent with the standards of the American Veterinary Medical Association.

F. COST OF SUPPLIES, SERVICES AND PERSONNEL

The cost of setting up, staffing (veterinary, managerial, animal care and clerical), maintaining and performing related services under the contract shall be the responsibility of the Contractor. The Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance and clerical supplies. The Department or the pet owner shall pay no charges for dog and cat spay/neuter surgery in addition to those stated in the proposal and included in the contract. It is the sole responsibility of the contractor to maintain the mobile spay/neuter van in good and working condition, at all times. This shall include regular visits for maintenance, as recommended or required by the manufacturer of the van. All costs for operation of the van, including, but not limited to, engine maintenance, upkeep, gasoline, parking and insurance shall be the responsibility of the contractor.

G. DEPARTMENTAL CONTRACT ADMINISTRATOR

A Department Contract Administrator will monitor the Contractor's compliance with and performance under, the terms and conditions of this contract and will provide information to the Contractor in areas relating to policy and procedural requirements.

H. CODE OF ETHICS

The Contractor shall abide by the following code of ethics in providing the Dog and Cat Spay/Neuter Services under the contract. The Contractor's code of ethics shall be clearly posted in a public area at the clinics and the mobile spay/neuter van at all times.

1. General – The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize any medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services or acts pursuant to the contract which the City has not authorized. The Contractor shall advise the Department of its service techniques and the Department reserves the right to require the Contractor to modify or change those techniques, which the Department believes not to be in the best interests of the City.
2. Communication Guidelines – Communication with the public shall be conducted in a positive, courteous manner.

3. Harassment or Abuse – The Contractor’s personnel shall not engage in any conduct in which the natural consequence thereof would harass, oppress or abuse any pet owner, citizen, city employee or vendor in connection with the services provided.
4. False or Misleading Representations – The Contractor’s personnel shall not use any false, deceptive or misleading representation with regards to the services provided.
5. Treatment of the Public – All of the Contractor’s personnel who have contact with the public shall at all times treat the public with the utmost courtesy.

I. QUALITY CONTROL

1. Contractor Employee Acceptability - The Contractor shall immediately remove and replace any employee violating the terms and conditions of the contract and upon the request of the Department Contract Administrator.
2. The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this contract are met. A copy shall be provided to the Department Contract Administrator for their review and approval on the contract start date and as changes occur.
3. Quality Assurance – The Department Contract Administrator will evaluate the Contractor’s performance utilizing such procedures as may be necessary to ascertain Contractor compliance with this contract including, but not limited to onsite inspections and written reports, adherence to the California Veterinary Medical Practice Act, CALOSHA, and Drug Enforcement Administration. The Contractor shall be required to immediately correct all deficiencies found by the Department. Non-compliance may result in termination of the contract.
4. Performance Evaluation Meetings – The Contractor shall meet with the Departmental Contract Administrator monthly for the first six months to discuss the services provided, problems that may have accrued and corrective actions needed to be taken. Quarterly meetings will be scheduled to discuss the services provided and problems that may have accrued over the previous months. Other meetings may be called either by the Department’s Contract Administrator or the Contractor, at a time and place that is mutually agreeable, to discuss emergency problems.
5. Physical Security – The Contractor shall be responsible for safeguarding any and all City property provided for the Contractor’s use. Contractor shall return all items received from the Department at the termination of the contract in the same condition as received.
6. Supplies and Materials – The Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services

described herein. Supplies and materials shall be defined as drugs, medical supplies, general office maintenance and clerical supplies, but not limited to perishable items and/or items that can be used only a limited number of times.

7. Signage - The Contractor shall provide and maintain signs detailing the hours of operation and emergency telephone numbers posted at highly visible locations.
8. Mobile Spay/Neuter Van – The Contractor is responsible for maintaining the internal and external professional appearance of the mobile spay/neuter van at all times.
9. Management Information Reports - The Contractor shall be required to provide to the Contract Administrator monthly reports by the 10th day after the end of the month, that summarize the services provided to the Department. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:
 - a. Dogs and cats (by category) spayed and neutered (by category) from the mobile spay/neuter van.
 - b. The number of post surgical complications reported each month and how each case was resolved.
 - c. Number and type of vaccinations provided.

The monthly report may serve as the monthly invoice or statement. The Contract Administrator shall be able to access the Contractor's computer and written records including, but not limited to, financial records, patient files, laboratory reports, vendor records, Drug Enforcement Administration (DEA) logs, etc.

J. TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE

In the event the Contractor defaults in the performance of any of the terms or conditions of the contract, or becomes unable through personal non-capacity to fulfill his or her obligations under the contract, or defaults in the performance of any terms or provisions therein required, the Department shall have the following options without any further notice or authorization from the Contractor, and its choice of any option shall in no way waive its rights to select any other option at any time:

1. The Department may give the Contractor written notice of such default. If the Contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the contract, assume the operation of the clinic, and exclude Contractor from the premises; and/or;
2. The Department may retain any of the Contractor's unpaid reimbursement in its possession and any of the Contractor's property on the premises and apply the same to

the payment of any and all claims which may be due the Department; and/or;

3. The Department may recover at law any and all claims which may be due the Department; and/or;
4. The Department may perform such work as it deems necessary to cure said default and charge the Contractor for the full cost of labor and materials expended, plus 30% of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving cleanliness provisions, safety provisions or care of animal provisions. The General Manager may exercise this option within 10 days after giving the Contractor written notice of a default involving equipment maintenance provisions or premises maintenance provisions.

B. LIMITATIONS ON USE

1. Other than surgical sterilization of dogs and cats and emergency treatments, the Contractor shall not perform any other veterinary medical treatments, practices, procedures or other services unless the exercise of such treatments, practices, procedures or services are approved in advance in writing by the General Manager.
2. The Contractor shall not intervene in the daily operations of the Department's Animal Care and Control Centers.
3. The Contractor shall not store any material or substance in the clinics constituting an unnecessary, unreasonable or unlawful fire hazard or public health hazard.
4. The Contractor shall not display any signs or posters unless approved by the General Manager in advance in writing. The General Manager may require removal or refurbishment of any sign previously approved at any time.

V. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor shall comply with the applicable affirmative action and non-discrimination provisions of the laws of the United States of America, the State of California, and the City. In performing the contract, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, disability, sexual orientation, marital status, domestic partner status or medical condition. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If the contract contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment Practices provisions of the contract shall be the mandatory contract provisions which are incorporated herein by this reference. If the contract contains a consideration in excess of \$100,000, the Affirmative Action Program Provisions of the contract shall be the mandatory contract provisions set forth in Los Angeles Administrative

Code Section 10.8.4.

As a condition of contract award, the selected Proposer shall be required to comply with the provisions of the City's Affirmative Action Program (Exhibit 1), including the submission of one of the following affirmative action plans: a) the Proposer's own affirmative action plan, or b) an executed copy of the Los Angeles City Affirmative Action Plan.

VI. CITY POLICY ISSUE STATEMENT

A. DEPARTMENT OF ANIMAL SERVICES MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MBE/WBE) AND OTHER BUSINESS OUTREACH REQUIREMENTS OF THE CONTRACT

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's), and all other business enterprises an equal opportunity to participate in the performance of all City contracts. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE's and WBE's, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the bidder's good faith efforts to comply with the City's outreach program, as described in Exhibit 8. Participation by MBEs, WBEs and all Other Business Enterprises may be in the form of subcontractors, suppliers or vendors. Failure to make good faith efforts to comply with said policy or to provide adequate documentation of good faith effort will render the proposal non-responsive and will result in its rejection.

Proposers must comply with the Department of Animal Services Minority Business Enterprise, Women Business Enterprise (MBE/WBE) and Other Business Enterprise Outreach requirements attached as Exhibit 8 and file the required documentation forms at the time proposals are submitted or as specified in the instructions.

The Proposer's efforts to obtain participation by MBEs, WBEs and Other Business Enterprises could reasonably be expected to produce a level of participation by interested sub-contractors, including 10% MBE and 4% WBE.

B. CHILD CARE POLICY

It is the policy of the City of Los Angeles to encourage businesses to adopt Child Care Policies and Practices (Exhibit 9). Consistent with this policy, Proposers shall complete and submit the "Child Care Declaration Statement" with their proposals. To the extent allowed by law, Proposers with stated childcare policies shall receive preference in contracting with the City.

C. WORK FORCE INFORMATION

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City Departments to gather information on the headquarters address and certain information on the employees of the Contractors contracting with the City (C.F. 92-0021). The following information is to be included in each proposal:

1. Headquarters address of Contractor;
2. Total work force;
3. Percentage of the total work force residing in the City;
4. Percentage of the total work force employed in the City;
5. The address of any branch office(s) within the City;
6. Work force in each Los Angeles office(s);
7. Percentage of work force in each Los Angeles branch office(s) residing in the City of Los Angeles; and
8. Percentage of work force in each Los Angeles branch office(s) employed in the City.

D. STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

Incorporated herein by reference are the following provisions and certifications, including but not limited to Nondiscrimination and Affirmative Action Policies, for City Personal Services Contracts. The Contractor must comply with the October 2003 Standard Provisions for City Contracts.

VII. INDEMNIFICATION AND INSURANCE FOR CONTRACTORS.

A. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to attorney's fees and cost of litigation; damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees or agents; or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this Agreement by the Contractor or sub-Contractors of any tier.

B. INSURANCE

1. General Conditions – During the term of this Agreement and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense, the insurance coverage stated on the attached Exhibit 3 form and subject to the following conditions:

- a. Insurance Requirements – All insurance required hereunder shall conform to the City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Section 11.47 through 11.56.
- b. Additional Insured – The City, its Boards, Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Worker’s Compensation, Professional Errors and Omissions and Legal Liability coverage (such as Fire Legal), and Owners and Contractors Protective Liability in which latter case the City shall be named insured. The City shall be named as Loss Payee as its interest may appear in all property, fidelity or surety coverage;
- c. Primary Insurance – Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City’s insurance for contributions;
- d. Authorized Brokers and Carriers – Insurance shall be obtained from brokers and carriers authorized to transact insurance business in California;
- e. Approval of Insurance – Evidence of insurance shall be submitted to and approved by the City Attorney prior to commencement of any work under this Agreement;
- f. Cancellation – With respect to the interests of the City, such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery has been given to the Office of City Attorney, Insurance and Bonds, c/o City Risk Manager, 200 N. Main Street, Room 800, City Hall East, Los Angeles, CA 90012-4190;
- g. City’s Special Endorsement Form – The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, the Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language, which complies with subparagraphs (a) through (f) above and subparagraph (g). With regard to Professional Liability Insurance, either a signed copy of the Policy’s Declaration Page or a letter signed by the Contractor’s insurance broker certifying coverage together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph (f) will satisfy this requirement;
- h. Severability of Interest – Except with respect to the insurance company’s limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included;
- i. Renewal of Insurance – Once the insurance has been approved by the City, evidence

of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence as specified in paragraph (a) through (h) above, must be submitted.

2. Worker's Compensation – By signing this Agreement, the Contractor hereby certifies that it is aware of the provision of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions throughout its performance of the work pursuant to this Agreement.
3. Aggregate Limits/Blanket Coverage – If any of the required insurance coverage contains aggregate limits, or apply to other operations or tenancy of the Contractor not related to this Agreement, the Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which may diminish the protection such insurance affords City. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Self-Insurance and Self-Insured Retention - Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the City upon review of evidence of the Contractor's financial capacity to respond. Additionally, such programs or retention must provide the City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.
5. Modification of Coverage – The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) days written notice. If such change should result in substantial additional cost to the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.
6. Failure to Procure Insurance – The Contractor's failure to procure and maintain the required insurance or self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Contractor.
7. Underlying Insurance – The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, agents, subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes.

VIII. GENERAL INSTRUCTIONS TO PROPOSERS

A. SUBMISSION OF PROPOSAL

The original and five copies of proposals are to be enclosed in a single, sealed package and submitted to:

Department of Animal Services
Attention: Mary Carbajal
419 S. Spring St. 14th Floor
Los Angeles, CA 90013

Proposals must be received by 4:00 p.m., Friday, April 29, 2005 on the public notice of this RFP. The outside of any envelope containing material regarding the RFP must be plainly marked with the words - "Proposal for Mobile Dog and Cat Spay/Neuter Services". Additional proposal packages may be obtained from the Department of Animal Services offices at 419 South Spring Street, Room 1400 or be requested by telephone at (213) 473-8498.

It is the sole responsibility of the Proposer to ensure the proposal is received before the submission deadline. The bidder shall bear all risks associated with delays in the U.S. Postal Service. Any proposals received after the scheduled closing time for receipt of proposals may not be considered or evaluated and may be returned unopened to the sender.

Proposer may withdraw submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals, recognized by this department, will be accepted. The request, signed by an authorized representative of the company, must be submitted to the Project Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified due date and time.

As covered under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Project Coordinator at least five working days prior to the scheduled event.

The Proposer shall bear all costs associated with preparing and submitting the proposal. The Department reserves the right to waive any informality in a submitted proposal.

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the due date for submission. The City reserves the right to make corrections or amendments due to errors identified in proposal by the City or the Proposer. This type of correction or amendment will only be

allowed for errors as typing, transposition.

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal. The City will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Project Coordinator.

B. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Signatures - Proposals shall be submitted in writing in the English language with a cover letter limited to one page. The letter must include the title, name, address and telephone number of the person or persons who will be authorized to represent the bidder. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink.
2. Index - Proposals shall include a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive.
3. Preparation of Proposal - Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.
4. Non-collusion Statement - With each proposal, a statement shall be submitted by the Proposer, which stipulates that:
 - a. The proposal is genuine, not a sham or collusive;
 - b. The proposal is not made in the interest or on behalf of any person not named therein;
 - c. The Proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing;
 - d. The Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer.

5. Form and Contents – The proposal shall be clearly and separately identified as to the following:

- a. Operation - The Proposers shall state their method and plans for operating the mobile spay/neuter van. Specifically the Contractor shall state their method for recruiting and scheduling appointments for the mobile spay/neuter van. The Proposers shall state the method and time of communications the Contractor will have with pet owners in the event of surgical emergency or complications.
- b. Experience – The Proposers shall review in detail all experience with offering the spay/neuter services, specifically listing years of experience, location, number of surgeries performed, number of other services performed by type, and number of staff by job classification. The Proposers shall state what experience they have had with the operation of a mobile spay/neuter van offering free or low-cost services to indigent populations and how such services were provided. Specifically the Proposer shall state the number of dog and cat deaths by causes (e.g., anesthetic, hemorrhage, anaphylactic, etc...) as well as the number of non-lethal problems by reason (e.g., cyanosis without apparent respiratory depression, prolonged recovery, collapse, bradycardia, cardiac arrest with successful resuscitation, etc...).
- c. Staffing – The proposal shall indicate the number of staff, and their certifications, to be used to perform the spay/neuter surgeries and related functions and services. Further, the Proposer shall state what management, and the credentials and experience of the manager, at the mobile spay/neuter van.
- d. Costs and Estimated Numbers – The Proposer shall state the cost per spay/neuter surgery and the estimated annual number of surgeries to be performed on dogs and cats brought by the public in low-income areas of the City to a mobile spay/neuter van (service to be paid for by the City). The proposer shall submit a cost breakdown to support the fee for each spay and neuter sterilization.

Note: The City requires a standard price per animal for surgeries, regardless of sex, size, species, age, early estrus or pregnancy.

- e. Other Services - The proposal shall state the costs of other services to be offered by the Proposer in the mobile spay/neuter van.
- f. Non-collusion Statement – The proposal shall include the non-collusion statement as required above;

- g. Professional and Financial Capability – The proposal shall include a summary of the relevant background experience of the Proposer describing his or her capabilities to perform the services required if a contract was awarded. The Proposer shall provide validated evidence of its financial condition such as a CPA certified annual report or annual operating statement. The number of years the Contractor has been in business must be included;
- h. Additional Information the Proposer Wishes to Present – Any other information the Proposer believes essential to the evaluation of the proposal shall be clearly stated. If there is no additional data the proposing Contractor wishes to present, this section will consist of the statement, “There is no other data we wish to present.”
- i. References – The proposal should include a list of 5 references to aid in evaluating the Proposer’s capabilities to perform the services required by the contract, financial resources, and moral conduct.

C. ACCEPTANCE OF TERMS AND CONDITIONS

- 1. Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this RFP.
- 2. Proposal Conditions or Limitations - Proposals which set forth conditions or limitations, which seriously impact the ability of the Proposer to perform the work identified may be considered non-responsive, and the proposal rejected.
- 3. Proposals Are Contractor Offers - All proposals shall be Contractor offers and shall not be withdrawn for a period of ninety (90) calendar days following the last day to accept proposals. Proposers shall not change the wording of the proposal after submission. No words or comments shall be added to the general conditions or price quotations.
- 4. City's Intent. It is the intent of the City to award a three-year contract approved as to form by the City Attorney.
- 5. Additional Submittals. In addition to the above requirements the Proposer shall complete and submit the following which are explained elsewhere in the RFP and/or included as appendices: Child Support Obligations; Service Contract Workers Retention Ordinance and Living Wage Ordinance; Americans With Disabilities Act; Minority Business Enterprise (MBE); Women-Owned Business Enterprise (WBE); and Other Business Enterprise Outreach Program; Affirmative Action Plan; Child Care Policy, Equal Benefits and Contractors Responsibility.

D. INTERPRETATIONS AND ADDENDA

Interpretations and Addenda. If Proposers find discrepancies or omissions in the RFP they may submit a written request to the General Manager for an interpretation thereof. The General Manager or his representative will respond to the inquiry within five working days following receipt of any such request. Any interpretations of or changes in the Request for Proposal shall be made by written addendum to each Contractor and individual that was issued an RFP and any such interpretations or changes shall become a part of the RFP as if originally set forth therein.

Inquiries should be addressed to:

General Manager
Department of Animal Services
419 S. Spring Street, Room 1400
Los Angeles, CA 90013

E. PROPOSER'S CONFERENCE

All prospective Proposers shall be invited to a Proposers conference to be held at the Department of Animal Services located at 419 S. Spring St. 12th Floor Conference Room, Los Angeles, CA 90013, at 10:00 a.m. on Wednesday, April 6, 2005. If you wish to attend you must contact Ms. Mary Carbajal at (213) 473-8498 and R.S.V.P by Friday, April 1, 2005 at (213) 473-8498. Department representatives will be available at the Proposers conference to respond to pertinent questions relative to the RFP. More than one Proposers conference may be called, if required.

Proposers are invited to submit written questions prior to the conference. Written questions should be submitted to Department of Animal Services, Attn: Project Coordinator, Ms. Mary Carbajal, 419 South Spring Street, Room 1400, Los Angeles, CA 90013. Inquiries should be identified with the notation in the lower left corner on the front of the outside of the envelope: "Dog and Cat Spay/Neuter Services Inquiry". Written questions will be answered prior to questions being accepted from the floor. Written information, if any, presented to prospective Proposers present at the conference, will be made available to Proposers not attending the conference only upon requests made in writing. No minutes will be taken at the Proposers conference; attendees at the conference will be responsible for taking their own notes.

F. SUBMISSION OF DOCUMENTS

All information and/or certifications contained in the RFP, including but not limited to Minority Business Enterprises and Women Business Enterprises, Child Care, Non-discrimination and Affirmative Action policies, Americans with Disability Acts and EBO

must be completed and submitted with the proposal in accordance with City requirements.

IX. AWARD OF A CONTRACT

A. GENERAL INSTRUCTIONS TO PROPOSERS

The Proposer to whom the contract is awarded shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract, however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer.

The Contractor shall not assign, transfer or convey in any manner the contract or function performed under the contract to another person without the written approval of the General Manager.

B. SELECTION PROCESS AND EVALUATION CRITERIA

All responses submitted will be evaluated by an Evaluation Committee comprised of representatives from the Department of Animal Services and other appropriate City experts to assist in the evaluation process. The City reserves the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not stated in the RFP. The proposal will be rated according to the following criteria. Each category will be rated based on the point scale as shown below. Proposals will be ranked based on their respective aggregate scores with a perfect score being 100.

20 points – costs of the Proposer’s plan for providing the services identified.

20 points – quality and completeness of the Proposer’s plan for providing the services identified, including the demonstrated willingness and ability to work in low income areas of the city to provide services to those on low income.

20 points - level and relevance of prior experience, including the ability to professionally represent the City at the mobile spay/neuter van.

20 points - demonstrated ability to plan for and meet the financial requirements for providing the service;

10 points - qualifications of the proposer and assigned staff.

10 points – Number of surgeries to be provided and days of operation.

In addition, Proposers may be required to make a brief oral presentation to the Evaluation Committee. Proposers should be prepared to respond to any questions on their respective

proposal, which may be asked by the Evaluation Committee.

C. DISQUALIFICATION OF PROPOSALS

False, incomplete or unresponsive statements made in connection with a proposal shall be sufficient cause for its rejection or the disqualification of the Proposer. The evaluation and determination of the fulfillment of the above requirements will be determined solely by the General Manager of the Department of Animal Services.

D. DEPARTMENTAL RIGHTS

The Department reserves the right to:

1. Reject all proposals submitted in response to this RFP; and not award a contract.
2. Waive any information in the submitted proposals.

E. AWARD OF CONTRACT

1. The successful Proposer(s) will be notified of the award of a contract by mail.
2. After the Contractor(s) has been selected by the Committee, the City and Proposer(s) will negotiate a contract(s).

F. APPEAL PROCESS

The Department of Animal Services will notify the successful and unsuccessful Proposers immediately at the end of the evaluation process. An unsuccessful Proposer may appeal the decision to the Department within five (5) working days of the notice to the Proposer. Appeals must be in writing and set forth therein the facts upon which the appeal is submitted. The General Manager, Department of Animal Services will reply to any appeal within ten (10) working days after receipt thereof.

G. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act (California Government Code Sections 6250 et seq.). Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

X. SUBMISSION OF DOCUMENTS

All information and/or certifications contained in the RFP, including all Exhibits must be completed and submitted with the proposal in accordance with City requirements. Failure to provide this request may result in Proposer being considered non-responsive and the proposal rejected.

Exhibits of required documentation to accompany all proposals:

1. Non-Discrimination and Affirmative Action Certification (Exhibit 1)
2. Business Tax Registration Certificate (Exhibit 2)
3. Insurance Requirements (Exhibit 3)
4. Certification of Compliance with Child Support Obligations (Exhibit 4)
5. Declaration of Compliance Service Contract Worker Retention Ordinance and the Living Wage Ordinance (Exhibit 5)
6. Certification Regarding Compliance with the Americans with Disabilities Act (Exhibit 6)
7. Appropriate Certificate of Compliance with the Equal Benefits Ordinance (Exhibit 7)
8. MBE/WBE/OBE subcontractors Information Form Schedule A (Exhibit 8)
9. Child Care Declaration Statement (Exhibit 9)
10. Form D – Business Experience and Qualifications (Exhibit 10)
11. Contractor Responsibility (Exhibit 11)
12. Contractor Evaluation Program (Exhibit 12)
13. Slavery Disclosure Ordinance (Exhibit 13)

Successful Proposers will be required to submit a Business Registration Certificate, outlined in Exhibit 2, and Evidence of Insurance as outlined in Exhibit 3.



THE SAM SIMON FOUNDATION

PROPOSAL

DOG AND CAT SPAY/NEUTER SERVICES CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

05 APR 29 4:00 PM

Contact:

Rachel Paap

Director of Community Programs

310-457-5898 – office

323-459-9722 – cell

c/o Donner, Schrier Zucker

15233 Ventura Boulevard

Suite 404

Sherman Oaks, California 91403

OFFICE

310.457.5898

FAX

310.457.9312

1070 Ramirez

Van Nuys

Malibu

California 90265

THE SAM SIMON FOUNDATION

PROPOSAL

DOG AND CAT SPAY/NEUTER SERVICES CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

The Sam Simon Foundation is proud to present the City of Los Angeles Department of Animal Services with the enclosed proposal. Please accept our completed proposal for securing the contract to operate provide dog and cat spay/neuter services via a mobile clinic.

The following people are authorized to represent The Sam Simon Foundation:

Sam Simon
Founder
C/o Donner, Schrier & Zucker
15233 Ventura Boulevard Suite 404
Sherman Oaks, California 91403
310-457-5898 – office phone

Rachel Paap
Director of Community Programs
C/o Donner, Schrier & Zucker
15233 Ventura Boulevard Suite 404
Sherman Oaks, California 91403
310-457-5898 – office phone
323-459-9722 – cell phone

We look forward to hearing from you.

Sincerely yours,

Sam Simon
Founder

The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services
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I. INTRODUCTION

If granted the City of Los Angeles contract,
The Sam Simon Foundation will provide the following:

- **A minimum of 7,000 spay and neuter surgeries completed per year.**
- **Free spay/neuter surgeries available to City of Los Angeles residents 5 times per week.**
- **All mobile clinic services and products provided 100% free to Los Angeles residents.**

BENEFITS & EXTRAS TO THE DEPARTMENT OF ANIMAL SERVICES:

✓ **Free Advertising:**

A comprehensive Outreach Program allowing a broad humane education campaign including City of Los Angeles shelter adoption and pet responsibility advertising: a value over \$10,000.

✓ **“Two For One”**

Pursuant to separate arrangements and a separate program, The Sam Simon Foundation will be operating the mobile clinic belonging to the Coalition For Pets & Public Safety (currently being used with the interim contractor) to provide an additional 4 days of free spay/neuter services in greater Los Angeles. The City can announce to its' constituents that two clinics offering free spay/neuter services are available 8 days a week.

a. PURPOSE

As a Contractor with the City of Los Angeles Department of Animal Services, The Sam Simon Foundation will provide a state-of-the-art mobile spay and neuter clinic to provide spay/neuter surgeries for dogs and cats brought to the clinic by City of Los Angeles residents in low-income areas. The surgeries will be free of charge to the residents, and will be paid for by the City.

b. BACKGROUND

In 2003, Sam Simon, who is the critically acclaimed television writer, producer and director of "Cheers," "The Drew Carey Show," "The Tracey Ullman Show," "Taxi," and Co-Creator of "The Simpsons" created The Sam Simon Foundation; an organization that offers groundbreaking programs impacting the greater Los Angeles communities of animals and people in need. Sam is the recipient of a dozen Emmys and a Peabody Award. A longtime member of the National Boards of Save the Children and World Wildlife Fund, Sam's mission in creating the Foundation is "To save the lives of dogs to enrich the lives of people." Sam also manages Heavyweight Boxing Champion Lamon Brewster, and was recently named 2004 Manager of the Year by the World Boxing Organization.

Free Mobile Clinic

The Sam Simon Foundation has offered free spay and neuter services via their mobile clinic that are available to low-income families all over greater Los Angeles since May of 2004. Our registered 2004 impeccably kept mobile clinic also offers rabies and other vaccinations, wellness products and additional services all free of charge to its' customers. All of the materials and paperwork the Foundation distributes are in English, Spanish, Chinese and Korean. The mobile clinic staff includes multiple Spanish bilingual employees onsite every day of operation. Our mobile clinic has a total of 22 cages, restroom facility, staff storage area, efficient surgical instrument pack preparation and scrub area, and fold-down work countertops. The clinic is fully-equipped with state-of-the-art functions such as an autoclave, adjustable lighting above the surgical prep table, a refrigerator, multiple electrical outlets, outer clinic storage, walkie-talkies for effective communication and both required and added safety equipment.

Educational Programs

The “Yo Dawg! Neuter Your Dog!” is our catchy slogan with materials in English and Spanish. As part of the campaign, 6 beautiful posters feature Champion and up and coming Boxers with big breed neutered dogs. Every poster has a tagline with a different benefit to sterilization. Each poster is different; showcasing a family, a woman, an Asian, Latinos and African Americans; the diverse collection allows us to transcend cultures and barriers to educate on spay and neuter.

Assistance Dogs Program

The Sam Simon Foundation Assistance Dogs Program trains rescued shelter dogs that become hearing dogs for the deaf, and social dogs for senior assisted living homes. The Foundation staffs three full-time trainers for the Assistance Dogs Programs and continues to accept applications for deaf and hard of hearing people interested in adopting a hearing dog. These programs are available to people free of charge.

II. OPERATION: SERVICES TO BE PROVIDED

If granted the city contract, The SSF mobile clinic will provide free spay/neuter surgeries 5 shifts a week: Saturday, Sunday, Tuesday and Wednesday, which includes a “double intake” shift once a week. The clinic hours of operation will occur between 7:00AM to 5:30PM.

Our clinic averages 25-30 sterilizations per day of operation. With the experience and strength of our current staff, our clinic is able to sterilize 40-45 animals in one day. We call this high-volume day our “Double Intake” day. Our clinic has completed 2-3 “double intake” days per month. Since our launch in May 2004, with only three operating days per week, we have completed more surgeries in less than a year than the number of surgeries completed by the previous contractor (SNAP) in an entire year operating five days per week.

a. SURGICAL PROCEDURES

1. The SSF mobile spay/neuter clinic performs all surgical sterilizations (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with AVMA guidelines and local, state

and federal laws. The entire clinic staff follows our comprehensive *Protocol & Procedures Manual* attentively. Our OSHA compliant Safety Handbook is thoroughly studied by each new staff member and along with dissemination of individual copies; one is always kept onboard the clinic. We have a designated Safety & Training Officer as part of our staff that governs the safety procedures on the clinic. *If we were granted the contract, both the Protocol & Procedures Manual and the Safety Handbook would be available for your review.*

2. The SSF mobile clinic staff will conduct pre-surgical physical examinations on animals presented by their owners to determine if the animal is qualified for surgical sterilization. The SSF mobile clinic is equipped with advanced technology such as two blood-collecting machines that test organ functions, chemistries and platelet levels which indicate whether or not an animal is healthy and fit for surgery. Our staff process these tests on virtually every animal presented prior to being anesthetized.
 - A. If an animal is deemed unfit for surgery, there currently are several options depending on the case. If our clinic carries the necessary medication, it will be dispensed and told to return upon becoming healthy. If the animal needs medical attention not currently provided on the mobile clinic, SSF has a list of referral hospitals for the customer to choose from where, depending on the medical case, SSF will assist in financial responsibility, and/or the services will be negotiated at a discount rate.
 - B. SSF is currently equipped with the official documentation to disperse upon concluding that an animal is of advanced age and incapable of breeding.

b. EMERGENCY MEDICAL TREATMENT

1. Comprehensive Post-Operative Instructions in English and Spanish are given to every mobile clinic customer during the discharge procedure at the mobile clinic. (SEE ATTACHED *Post-Operative Instructions*). There is an emergency number to call for any and all

post-surgical complications which rings to a private cellular phone that the Mobile Clinic Manager and/or Lead Technician carry with them twenty-four hours a day.

2. It is the policy and ongoing procedure of The Sam Simon Foundation for post-surgical follow-up care. Our Veterinary Technicians contact each customer 48 hours after surgery to follow-up on the status of the animal. For any complications, if necessary, the customer is referred to a hospital in their area, where their animal will be seen and treated at no cost to them. SSF has previously setup accounts with hospitals in every area the mobile clinic services. Our established relationships with these hospitals have not only benefited our program, but have also created new ongoing accounts with our customers for follow up and other wellness services.
3. The SSF mobile clinic staff and team are prepared for medical emergencies. In the event of an emergency on the clinic, SSF will provide appropriate medical treatment to the animal, and stabilize the animal for transportation to a veterinary hospital at no additional cost to the City or the pet owner.

c. CARE OF ANIMALS

The safety and care of animals on The Sam Simon Foundation mobile clinic is the most important Protocol & Procedures guideline. Animals in our custody conform to all federal, state and local humane laws and statutes. The staff includes two Registered Veterinary Technicians, and all shifts will include either an R.V.T. or a Veterinary Technician of equivalent experience and skill from time of animal induction following the surgery until all animals have recovered sufficiently.

d. DISCHARGE

Typical releasing of animals on The SSF mobile clinic commences at 12PM through 4PM the same day as surgery. The SSF Veterinary Technicians explain the post-operative instructions in detail to every pet owner.

Pet owners go home with the following: (all documents are bilingual)

1. Post-Operative Instructions which indicates the number to call for emergencies or complications
2. Certificate of Sterility
3. Certificate of Vaccinations
4. E-Collars for all male dogs
5. Puppy & Kitten Packs (animals under 1 year) which include a deworming/heartworm pill, coupons and a Medical Record Booklet
6. Three days of antibiotics/pain suppressant medication for all dogs
7. Cardboard cat carrier (if closed container was not provided by owner)
8. City of Los Angeles Dog License Application
9. List of Department of Animals Services and Shelter Locations
10. "How to Be a Helping Hand to Your Dog"
11. Copy of our upcoming mobile clinic calendar for friends and contacts

If post-surgical complications arise, our staff has the medical knowledge to make decisions such as emergency treatment or to be seen by a full-service hospital. Many times it is requested of the customer to bring the pet to our clinic location as soon as necessary to be re-checked and treated by the Staff Veterinarian. These services are always at no charge to the owners.

**OUTREACH PLAN INCLUDES GIFT TO THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES:**

If granted this City contract, The Sam Simon Foundation will expand our comprehensive Outreach Campaign to include problems such as shelter adoptions, basic pet care, and how to be a good pet guardian. This widespread campaign will be at no additional cost to the City. With the plethora of resources our Founder, Mr. Sam Simon has to draw from, our organization will provide superior advertisements and creative methods to educate. Our advertising budget is flexible, as we want to provide the most successful way of educating large populations of the City.

We will spearhead areas of importance related to animal welfare, pet overpopulation and pet responsibility in an advanced and effective way to assist the Department of Animal Services with its' overall mission; *To Save Animal's Lives.*

III. EXPERIENCE & QUALIFICATIONS

From May 8th, 2004 through April 26th, 2005, The Sam Simon Foundation mobile clinic has performed a total of 3,305 surgeries.

(SEE ATTACHED: *The Sam Simon Foundation Mobile Clinic Patient Statistics 5/8/04-4/26/05*).

Our statistics are tracked by breed, sex and weight. The data shows that our clinic has sterilized approximately 75% dogs to 25% cats. We know these data are invaluable as we coordinate our mobile clinic locations with the stray animal statistics and the shelter euthanasia rates calculated by the City.

Our mobile clinic targets the low-income areas of the City of Los Angeles by virtue of the current locations and we will cover all low-income areas of the city if granted this contract. A strong presence has already been established in several key areas such as Council District 7, 8, 9, 13, 14 and 15. (SEE ATTACHED: *March Calendar*) The calendar has been setup in such a way to provide a consistent presence in every area systematically. For example, our clinic services the South LA area every first weekend of the month, Boyle Heights/Downtown area the second weekend of the month, Watts the third weekend of the month, and so on. We book our appointments two months at a time, and have waitlists for each weekend of operation.

The clinic has additionally provided free vaccines belonging to low-income residents with sterilized animals: whether or not our clinic sterilized them. Clients with sterilized animals do not need an appointment to receive vaccinations. If the Staff Veterinarian is present, and the client has the Certificate of Sterility, their animal will be vaccinated free of charge on our clinic.

Every Staff Veterinarian has experience with "early spay/neuter" and continue to sterilize animals 8 weeks of age and older.

Since May 2004, there have been four deaths:

July '04: 5 year old male Pittbull mix; cause of death: cardiac arrest

November '04: 2 year old male cat; cause of death: diaphragmatic hernia

January '05: 11 month old female shepherd mix; cause of death: hemorrhage, cardiac arrest

February '05: 7+ year old male cat; cause of death: liver failure, anaphylactic reaction

Regarding non-lethal problems:

The SSF medical protocol has been set up to ensure a fast and safe recovery for every animal. However, every animal is different, and from time to time we have an animal that has a prolonged recovery or cardiac arrest. On average, our clinic manages these problems 1 in 100 animals. Our veterinarians and staff handle each case with skill and care, whether it is to successfully resuscitate, apply an IV catheter for fluids, or closely monitor a slow recovery.

IV. STAFFING

Our compassionate and skilled staff is thoroughly familiar with mobile clinic operations.

(SEE ATTACHED: *The Sam Simon Foundation Mobile Clinic Staff Resumes*)

Principals in the Organization:

The Director of Community Programs, Rachel Paap, was the Program Manager for the previous Contractor (SNAP) with the City of Los Angeles subsidized "Spaymobile" from 2002-2004. Under her management, she was responsible for valuable regular donations from the Petco Foundation, she collaborated with prominent welfare groups to create overflow programs enabling more surgeries for clinic customers, and forged key relationships and partnerships with other organizations for continuous joint ventures in humane outreach. It was Rachel's idea to set the locations for the mobile clinic in large community centers such as large grocery stores and popular shopping areas. These locations not only provide accessibility for the customers, but also are additionally the safest for the mobile clinic staff, and the clinic's customers bring the local shops more business. She setup accounts at local veterinarian clinics near every mobile clinic location, which serve as resources for post-surgery complications, and supply ongoing business with the referral customers. She is responsible for getting each Council District involved and to participate regularly with outreach and special events for their constituents.

Chief Staff Veterinarian Dr. Jaime I. Velasco, D.V.M. has been practicing veterinary medicine in the Los Angeles area for 26 years. He is renowned for his experience in high-volume spay and neuter surgeries. He was the one of the first

veterinarians in LA to provide low-cost spay/neuter, and worked with the well-known Dr. Mackie for 4 years operating low-cost clinics. Dr. Velasco applied his love of medicine and his compassion to impact pet overpopulation when he was a Commissioner for the Department of Animal Services for the City of Los Angeles. He is a member of the SCVMA, CVMA and the AVMA. Dr. Velasco grew up in The Philippines and is a licensed veterinarian in three states. Hired by Rachel Paap, Dr. Velasco was a regular staff veterinarian for the previous contractor, (SNAP) where they formed the model for the double-intake day of surgeries. Dr. Velasco successfully sterilizes approximately 20 animals within a 4-hour time frame.

Staff Veterinarian Art Grusensky, D.V.M. has been a practicing veterinarian for 27 years. His experience ranges from animal emergency practice to veterinary acupuncture. He initiated, designed and managed a veterinary hospital in Moab, Utah. He is a licensed veterinarian in four states. He has been a spay and neuter surgeon for over 24 years. "Dr. Art" has been with The Sam Simon Foundation mobile clinic since its' inception, and continues to be warm and friendly with our customers.

Mobile Clinic Manager Kelli Land became a Registered Veterinarian Technician 23 years ago. She has had extensive experience with small animal practices, in supervisory positions for 20 years. She is a member of the Santa Monica Mountains Conservancy, and participates with Pierce College Advisory Committee. Kelli is a certified Animal Massage Therapist for canines and equines. She has lived locally in the Northeast San Fernando Valley for many years and brings her familiarity with the valley communities to her work with The Sam Simon Foundation.

Mobile Clinic Maintenance Coordinator Jimmy Rogers has mechanic experience spanning 20 years, management, computer technology and human resource experience which all lend to his responsibility of our special hospital on wheels, The Sam Simon Foundation mobile spay-neuter clinic. Born and raised in Southern California, Jimmy's resources seem never-ending. He applies the combination of business and mechanical knowledge to his position, and is well liked by all.

We currently have eight Veterinary Technicians employed with the Foundation. It is a requirement of The Sam Simon Foundation that each Veterinary Technician have a minimum amount of experience with high-volume

spay/neuter of 2-3 years. The Mobile Clinic Manager supervises the Veterinary Technicians, is responsible for the clinic inventories and ordering of supplies, and handles the human resources component related to the mobile clinic staff. The Foundation operates the mobile clinic with one Staff Veterinarian, one Mobile Clinic Manager or Lead Technician and 2 Veterinary Technicians, and one part-time Veterinary Technician Intern. The mobile clinic is governed by our medical protocol and procedures, which is overseen by our Chief Staff Veterinarian. The mobile clinic sterilizes between 25-30 animals daily. On scheduled "Double Intake" days, the staff sterilizes 40-50 animals.

VI. COSTS & ESTIMATED NUMBERS

If granted the City contract, The Sam Simon Foundation will complete a minimum of 7,000 spay and neuter surgeries per year.

The Sam Simon Foundation would charge the following prices:

\$80.00 (eighty dollars) per dog

\$60.00 (sixty dollars) per cat

Due to our streamlined program, our clinic has the confidence and experience to sterilize a minimum of 7,000 dogs and cats each year. Therefore, we do not need to charge a high flat rate per animal, and have broken down the cost as we see appropriate by breed. Because the city shelters euthanize more dogs than cats, and stray unneutered dogs pose a health problem in our communities, The Sam Simon Foundation aims to sterilize approximately 60% dogs to approximately 40% cats. However, SSF is open and amenable to providing special community events and spay-days for single breeds only as a contribution towards decreasing dog and cat overpopulation.

(SEE ATTACHED *SSF Operating Budget*)

VI. OTHER SERVICES

All other services offered by The Sam Simon Foundation mobile spay/neuter clinic are provided FREE of charge:

Rabies vaccinations for dogs
DA2PP vaccinations for dogs
FVRCP-C vaccinations for cats
Drontal for both dogs and cats
Frontline for dogs
Advantage for cats
Etogesic
Amoxi Drops

Additionally, nail-trimming, de-matting of pet hair, and general necessary care of animals are provided on a case by case basis.

VII. NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

The enclosed proposal submitted by The Sam Simon Foundation is genuine.

It is not made in the interest or on behalf of any person not named therein.

The Sam Simon Foundation has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing.

The Sam Simon Foundation has not in any manner sought by collusion to secure an advantage over any other Proposer.

Signed,

A handwritten signature in cursive script, appearing to read "Sam Simon", with a horizontal line underneath it.

Sam Simon, Founder

VIII. PROFESSIONAL and FINANCIAL CAPABILITY

The Sam Simon Foundation has been operating a successful mobile spay/neuter clinic to low-income communities for one year. With a three-day operation per week, the program has been streamlined to allow for high-volume surgeries in each targeted area of the City. The staff has extensive experience managing free spay/neuter programs, and with impacting low-income communities. The Foundation's fine-tuned mobile clinic and outreach programs are already a neighborhood name in many areas of the City. The mobile clinic averages over 25 sterilized animals per day. The outreach materials are groundbreaking, fresh and effective. The strong, caring staff is truly committed to making a difference for both people and animals.

(SEE ATTACHED: Letter of Financial Capability: Donner, Schrier & Zucker)

IX. ADDITIONAL INFORMATION TO PRESENT

With just less than a year of operating, our organization is becoming more and more well known with each month of operation. Due to the professionalism and passion of our staff, and the top-notch services we provide to the community, we have garnered support from the Council Districts, humane organizations and neighborhood residents. This community support is very important when selecting a contractor for the Department of Animal Services. The popularity makes way for a smooth and agreeable transition for the City should The Sam Simon Foundation be chosen as the new contractor.

(SEE ATTACHED: Letters of Community Support)

X. REFERENCES

(SEE ATTACHED: Reference Letters)

XI. SUBMISSION OF DOCUMENTS

(SEE ATTACHED: Exhibits 1 through 13)

XII. ADDITIONAL CONTRACT TERMS

1. The Sam Simon Foundation is responding to the Request For Proposal from The City of Los Angeles to operate a mobile clinic providing free spay/neuter surgeries as a three-year contract. If granted the contract, The Sam Simon Foundation has a right to continue or quit the contract at the end of every calendar year.

2. At the request of The Sam Simon Charitable Foundation, in the event of a dispute or disagreement with the City agency overseeing the performance of the Contractor under this Agreement, the City of Los Angeles agrees that prior to the matter being brought before the city commissioner, or any other public hearing, a representative of the City agency knowledgeable about the dispute or disagreement will meet with a representative of the Sam Simon Foundation. Both parties agree that they will use good faith efforts to resolve the dispute at this meeting.

The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

<u>ENCLOSED DOCUMENTS</u>	<u>PROPOSAL PAGE # REFERENCED</u>
Post-Operative Instructions	5
Mobile Clinic Outreach Statistics <i>(First Quarter + Most Recent Quarter)</i>	8
Yo Dawg! Neuter Your Dog! Insert	8
Mobile Clinic Patient Statistics <i>(5/8/04-4/26/05)</i>	10
Mobile Clinic Calendars	10
Mobile Clinic Staff Resumes	11
Operating Budget	14
Letter of Financial Capability	16
Community Support Letters	16
Reference Letters	16

Post-Operative INSTRUCTIONS

Your dog or cat has undergone general anesthesia and surgical sterilization. For the safety and well-being of you and your animal, we recommend that the following post-operative instructions be carefully followed:

THE SAM
SIMON
FOUNDATION

- 1 Dogs and cats **MUST** be kept warm and indoors for the rest of the day and night after surgery. This will enable you to carefully monitor recovery and will prevent complications and possible death from exposure to outdoor temperature extremes.
- 2 Stomach upset can occur after anesthesia. To avoid stomach upset, we recommend that you restrict the amount of food and water your dog or cat has access to during the first 3 hours at home after surgery. You can provide one or two ice cubes to lick or chew on during this time. Do not offer food to patients immediately upon returning home (you may offer a very small amount of food 3 hours after you return home). You can gradually increase the amount of food and water over the next 24 hours. Return to your pet's normal feeding routine the following day.
- 3 Restrict your animal's activity for the next 7 days. Do not allow running or jumping. It is best that your pet remain indoors for the next 7 days to rest and recover from the surgery. Dogs should be leash walked.
- 4 You should check the incision at least twice daily until healed. A small amount of blood seepage is normal immediately after surgery. Should you notice any continued drainage or swelling, contact a veterinarian immediately.
- 5 If the incision should become dirty, gently clean the area with a cotton ball and hydrogen peroxide.
- 6 You must not allow your dog or cat to get wet for at least 7 days after surgery. For this reason, bathing is also prohibited for at least one week after surgery.
- 7 If the surgery required the use of sutures, the sutures are dissolvable and should not require removal. Because male cat neuters do not require the use of sutures, we advise using shredded newspaper instead of litter in your cat's litter box for 7 days after surgery to prevent dust particles from irritating the incisions.
- 8 **DO NOT GIVE ASPIRIN OR TYLENOL TO DOGS AND CATS FOR PAIN RELIEF UNLESS SPECIFICALLY PRESCRIBED BY YOUR VETERINARIAN. TYLENOL IS TOXIC TO ANIMALS AND ASPIRIN CAN BE DEADLY AFTER SURGERY.** Your pet received pain medication today.
- 9 **FOR LIFE-THREATENING EMERGENCIES REQUIRING IMMEDIATE ATTENTION, CALL OUR EMERGENCY CELLPHONE AT 323-251-1885.** Our staff is on call for surgical emergencies only.
- 10 For other non-emergency questions about your animal's health, or for emergencies not related to surgery, contact your private veterinarian or your nearest Animal Emergency Clinic. Animal Emergency Clinics are listed in the Yellow Pages under "Veterinary & Animal Hospitals."
- 11 If your pet was sent home with a cone/collar on, do not remove the cone/collar for at least 7 days.

1-888-DOG-SPAY The Sam Simon Foundation 6070 Ramirez Canyon Road Malibu, CA 90265

INSTRUCCIONES PARA DESPUES DE LA CIRUGIA

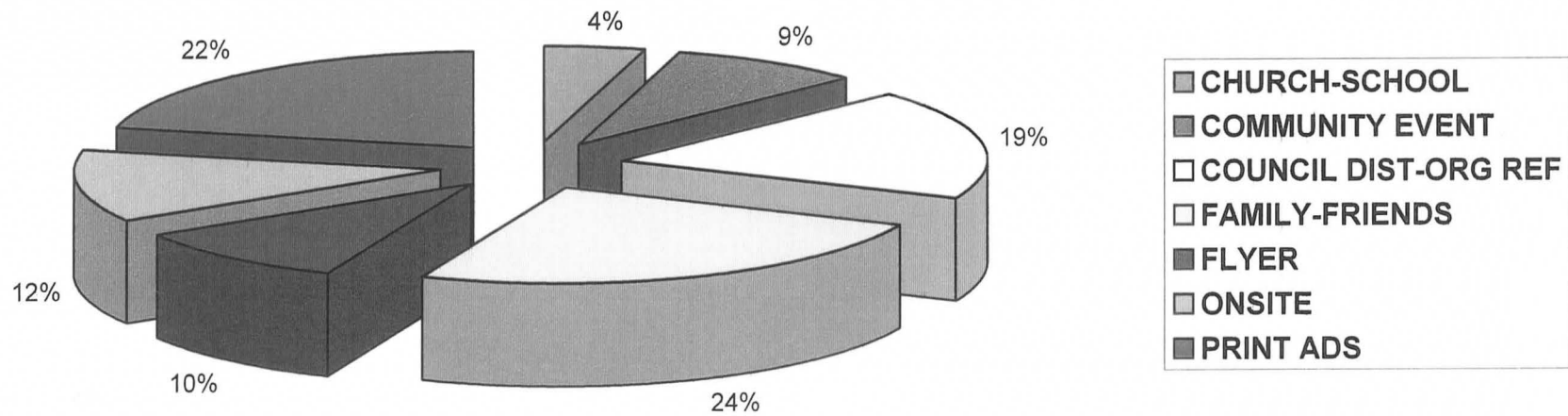
Su perro o gato ha sido sometido a la anestesia general y la esterilización quirúrgico. Para asegurar la seguridad y bienestar de usted y su animal, recomendamos que siga cuidadosamente las siguientes instrucciones para después de la cirugía:



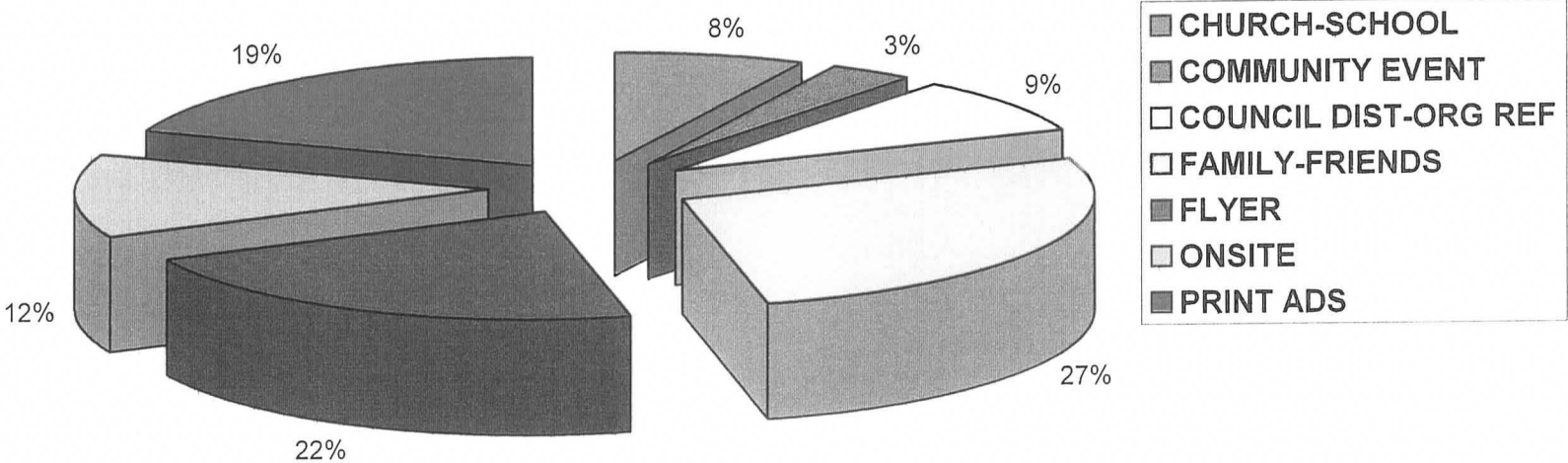
- 1 Los perros y gatos **TIENEN** que quedarse dentro de la casa toda el día y noche después de la cirugía y estar calientes. Esto le permitirá observar su recuperación y prevendrá complicaciones y su posible muerte debido a los extremos de temperatura al aire libre.
- 2 Su animal puede sufrir dolores del estómago después del anestesia. Para evitar dolores del estómago, recomendamos que limite la cantidad de comida y agua que su perro o gato recibe durante las primeras 3 horas en casa, después de la cirugía. Puede darle dos o tres cubitos de hielo para que los chupe o mastique durante este periodo. No ofrezca comida a los pacientes nada más regresar a casa (puede ofrecer una pequeña cantidad de comida 3 horas después de regresar a casa). Poco a poco, podrá ir aumentando la cantidad de comida y agua durante las próximas 24 horas. El día siguiente puede comer normalmente.
- 3 Limite las actividades de su animal durante los próximos 7 días. No permita que corra ni salte. Es necesario que su mascota se quede en casa por los siguientes 7 días para recuperarse de la cirugía. Camine su perro con un collar y corera.
- 4 Debe inspeccionar la incisión un mínimo de dos veces al día hasta que este curada. Un poco de sangre inmediatamente después de la cirugía es normal. Si nota que sigue saliendo líquido, o que esta hinchado, hable con un veterinario inmediatamente.
- 5 Si la incisión esta sucia, limpie el area con mucho cuidado, con un poco de algodón y agua oxigenada.
- 6 No debe permitir que su perro o gato se moje por lo menos 7 días posteriores a la cirugía. Por este motivo, los baños estan también prohibidos por un mínimo de una semana después de la cirugía.
- 7 Si fue necesario poner puntos durante la cirugía, los puntos se disolveran y no necesitan ser sacados. Aconsejamos el uso de diarios cortados en lugar de arena para gatos en el arenero durante los 7 días posteriores a la cirugía para impedir que el polvo irrite las incisiones, porque la esterilización de los gatos machos no requiere puntos.
- 8 **NO LE DE ASPIRINA NI TYLENOL A LOS PERROS Y GATOS PARA ALIVAR SU DOLOR, EXCEPTO SI FUE ESPECIFICAMENTE RECETADO POR SU VETERINARIO. EL TYLENOL ES TOXICO A LOS ANIMALES Y LA ASPIRINA PUEDE RESULTAR MORTAL DESPUES DE UNA CIRUGIA.** Su mascota recibió medicina para el dolor hoy.
- 9 **PARA LAS EMERGENCIAS QUE AMENAZAN LA VIDA DEL ANIMAL Y REQUIEREN ATENCION IMMEDIATA, LLAME A NUESTRO NUMERO 323-251-1885.** Nuestro personal de emergencia responde unicamente a emergencias quirúrgicas.
- 10 Si tiene otras preguntas que no son emergencias sobre la salud de su animal o para emergencias no relacionadas con la cirugía, llame a su veterinario privado o la clinica de animales de emergencia mas cercana. Estas clinicas aparecen en las paginas amarillas bajo "Veterinary & Animal Hospitals."
- 11 Si mandaron a su mascota con collar no se la quites por lo menos 7 días.

1-888-DOG-SPAY The Sam Simon Foundation 6070 Ramirez Canyon Road Malibu, CA 90265

SAM SIMON FOUNDATION MOBILE CLINIC OUTREACH QUARTER 1 (May-July 2004)



**SAM SIMON FOUNDATION MOBILE CLINIC OUTREACH
QUARTER 4 (JAN-MARCH 2005)**



"RELENTLESS"
LAMON
BREWSTER
Heavyweight
Boxing Champion
GOTTI
Pitbull Terrier



NEUTER YOUR DOG!

A neutered dog has a better chance at having a long healthy life.

Help knock out pet overpopulation! For free spay/neuter service call 1-888-Dog-Spay, provided by The Sam Simon Foundation.

For reprints contact SamSimonFoundation.org

SAM JN FOUNDATION MOBILE SPAY/NEUTER CLINIC PA1 STATISTICS 5/8/04 - 4/26/05

MONTH	# OPERATING DAYS	TOTAL SX	FEMALE DOGS	MALE DOGS	OVER 35 LBS	OVER 50 LBS	FEMALE CATS	MALE CATS	PREGNANCIES
MAY	12	158	58	57	9	29	28	15	5
JUNE	12	183	68	64	12	38	28	23	4
JULY	10	220	88	61	34	32	37	34	3
AUGUST	12	334	133	111	31	65	49	41	11
SEPT.	12	319	124	106	47	20	51	38	2
OCT.	14	367	147	129	43	35	58	33	3
NOV.	11	316	125	119	85	4	41	31	3
DEC.	12	242	69	74	33	4	52	47	12
JAN. 05	13	285	119	103	27	49	38	25	3
FEB.	12	217	105	81	19	17	19	12	2
MARCH	11	326	138	115	15	33	41	32	3
APRIL	12	338	142	129	31	38	36	31	4
totals:	143	3305	1316	1149	386	364	478	362	55

FREE!

Spay-Neuter Service
For Your Dogs
And Cats

Free Rabies Shots
With Surgery



NEUTER YOUR DOG!



免 費

請為您的貓狗做閹割

手術時兼注射預防瘋
狗症疫苗。

QUALIFICATIONS:

For low-income households only. To qualify, please bring proof of participation in either a government assistance program, or proof of qualified low-income (\$38,500 per year or less per household).

GUIDELINES:

1 Dogs and cats must be at least 4 months old.

2 Animals are admitted BY APPOINTMENT ONLY. Please call to schedule an appointment. Typical arrival time is 7:30AM.

3 No food or water for adult animals after 10PM the night before coming to the mobile clinic. 4-6 month old puppies or kittens should not be fed after midnight the night before surgery.

4 Dogs must be kept on a leash and cats must be kept in a closed container.

5 Animals must be picked up the same day as surgery.

要 求

1. 貓狗必須最小有四個月大。

2. 貓狗前來必須預約，請來電預約時間。準時於上午七時半到達。

申 請 條 件

祇給與低收入家庭。為證明，請帶同接受政府補助文件或能證明低收入之文件。
(每名家庭成員，每年不能超過\$38,500元收入)

3. 成年貓狗於到流動診所之前一晚十時後不得飲食。

小貓、小狗必須進食飲水，給與祇是平日一半份量，等候早晨做手術。

4. 狗隻必須用帶牽引，而貓隻須用能關閉之籠裝載。

5. 做好手術之動物必須於當日領回。

FREE!

Spay-Neuter Service
For Your Dogs
And Cats
Free Rabies Shots
With Surgery



NEUTER YOUR DOG!

¡GRATIS!

Servicios De Esterilizar
(Castrar Y Quitar Los Ovarios)
Para Perros Y Gatos
Gratis, Incluye La Vacuna
Contra La Rabia



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- 5 Animals must be picked up the same day as surgery.

REQUERIMIENTOS:

Para calificar, necesita mostrar prueba de participation en algun programa del gobierno o de bajos ingresos (\$38,500 o menos) por hogar.

REGULACIONES:

- 1 Todo los perros y gatos deben tener mas de 4 meses de edad.
- 2 Llame por una cita por favor. Lleguen con sus perros y gatos a las 7:30AM o antes.
- 3 No darle de comer ni de beber la manana de la operacion. Perritos y gatitos de 4-6 meses de edad no deben comer despues de la media noche la noche anterior.
- 4 Todos los perros y gatos deberan ser traídos con una correa, dentro de una caja, o dentro de una funda de almohada.
- 5 Todos los perros y gatos deben regresar a su casa, el mismo dia de la operacion.

MAY

Schedule/Calendario

THE SAM
SIMON
FOUNDATION

The mobile clinic offers free spay/neuter for dogs and cats. By appointment only. Please call to schedule an appointment. No feral or wild cats.

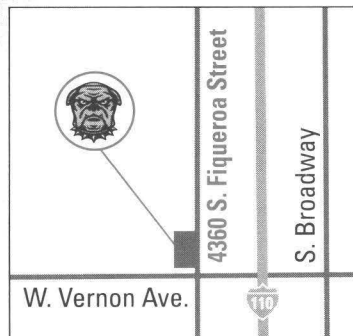
El vehiculo de Esterilizacion de animals es una clinica quirurgica movil que ofrece servicio de esterilizacion gratis para su perro o gato. Llame por una cita por favor. No son aceptamos gatos de la calle que no estan domesticados.

SOUTH L.A.

Saturday, May 7th
Sunday, May 8th
Tuesday, May 10th

RALPHS PARKING LOT

4360 S. Figueroa Blvd.
South Los Angeles, 90037
(Figueroa & Vernon)

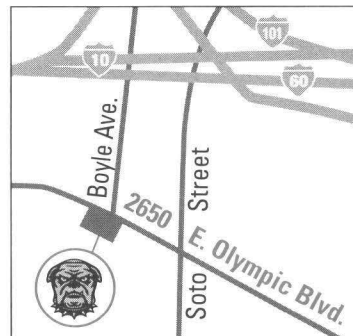


BOYLE HEIGHTS

Saturday, May 14th
Sunday, May 15th
Tuesday, May 17th

SEARS PARKING LOT

2650 E. Olympic Blvd.
Boyle Heights, 90033
(Olympic & Soto)

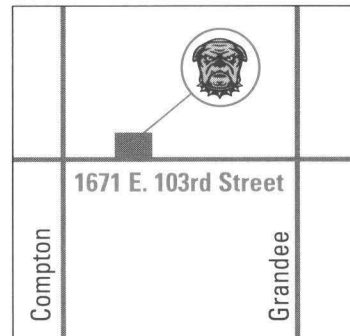


WATTS

Saturday, May 21st
Sunday, May 22nd
Tuesday, May 24th

MLK JR CENTER PARKING LOT

1671 E. 103rd St.
Los Angeles, 90002
(103rd & Compton)

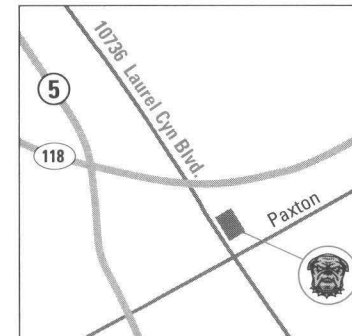


PACOIMA

Saturday, May 28th
Sunday, May 29th
Tuesday, May 31st

RITCHIE VALENS RECREATION CENTER

10736 Laurel Canyon Blvd.
Pacoima, 91331
(Laurel Canyon & Paxton)



1-888-DOG-SPAY
1-888-364-7729

www.samsimonfoundation.org

FREE!

Spay-Neuter Service
For Your Dogs
And Cats

Free Rabies Shots
With Surgery



NEUTER YOUR DOG!

¡GRATIS!

Servicios De Esterilizar
(Castrar Y Quitar Los Ovarios)
Para Perros Y Gatos
Gratis, Incluye La Vacuna
Contra La Rabia



QUALIFICATIONS:

For low-income households only. To qualify, please bring proof of participation in either a government assistance program, or proof of qualified low-income (\$38,500 per year or less per household).

GUIDELINES:

- 1** Dogs and cats must be at least 4 months old.
- 2** Animals are admitted BY APPOINTMENT ONLY. Please call to schedule an appointment. Typical arrival time is 7:30AM.
- 3** No food or water for adult animals after 10PM the night before coming to the mobile clinic. 4-6 month old puppies or kittens should not be fed after midnight the night before surgery.

- 4** Dogs must be kept on a leash and cats must be kept in a closed container.
- 5** Animals must be picked up the same day as surgery.

REQUERIMIENTOS:

Para calificar, necesita mostrar prueba de participation en algun programa del gobierno o de bajos ingresos (\$38,500 o menos) por hogar.

REGULACIONES:

- 1** Todo los perros y gatos deben tener mas de 4 meses de edad.
- 2** Llame por una cita por favor. Lleguen con sus perros y gatos a las 7:30AM o antes.
- 3** No darle de comer ni de beber la manana de la operacion. Perritos y gatitos de 4-6 meses de edad no deben comer despues de la media noche la noche anterior.
- 4** Todos los perros y gatos deberan ser traídos con una correa, dentro de una caja, o dentro de una funda de almohada.
- 5** Todos los perros y gatos deben regresar a su casa, el mismo dia de la operacion.

APRIL

Schedule/Calendario

THE SAM
SIMON
FOUNDATION

The mobile clinic offers free spay/neuter for dogs and cats. By appointment only. Please call to schedule an appointment. No feral or wild cats.

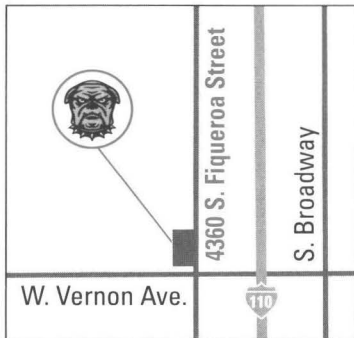
El vehiculo de Esterilizacion de animals es una clinica quirurgica movil que ofrece servicio de esterilizacion gratis para su perro o gato. Llame por una cita por favor. No son aceptamos gatos de la calle que no estan domesticados.

SOUTH L.A.

Saturday, April 2nd
Sunday, April 3rd
Tuesday, April 5th

RALPHS PARKING LOT

4360 S. Figueroa Blvd.
South Los Angeles, 90037
(Figueroa & Vernon)

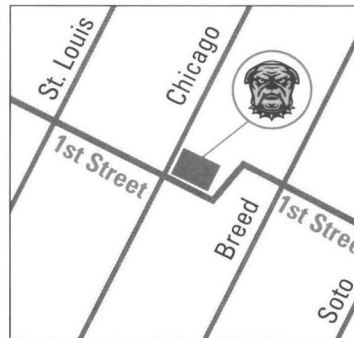


BOYLE HEIGHTS

Saturday, April 9th
Sunday, April 10th
Tuesday, April 13th

LANI PARK

(1st & Chicago)

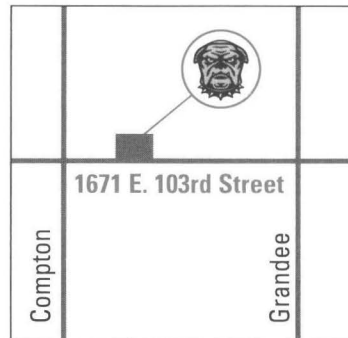


WATTS

Saturday, April 16th
Sunday, April 17th
Tuesday, April 19th

MLK JR CENTER PARKING LOT

1671 E. 103rd St.
Los Angeles, 90002
(103rd & Compton)

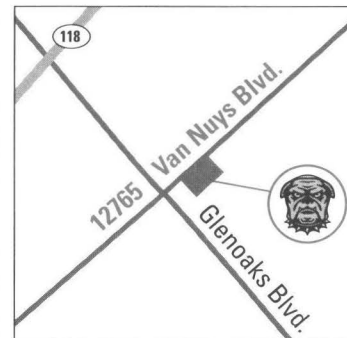


PACOIMA

Saturday, April 23rd
Sunday, April 24th
Tuesday, April 26th

PACOIMA PLAZA FOOD 4 LESS PARKING LOT

12765 Van Nuys Blvd.
Pacoima, 91331
(Van Nuys & Glen Oaks)



WILMINGTON

Saturday, April 30th
Sunday, May 1st
Tuesday, May 3rd

SUPER SAVER MARKET PARKING LOT

1222 Avalon Blvd.
Wilmington, 90744
(Avalon near PCH)



1-888-DOG-SPAY
1-888-364-7729

www.samsimonfoundation.org

715 Ocean Front Wk.
Apt. 8
Venice, CA 90291

Home: 310.593.4906
Cell: 818.720.8769
E-mail: ruprissy@hotmail.com

April Fetter

- Objective** Goals are to learn and become more proficient in all aspects of a career involving veterinary technology. Also looking for a clinic to call 'home'.
- Experience**
- | | |
|---|--|
| Sept. 2004 – Oct. 2004
Relief Technician | Animal Medical & Dental Group
Manhattan Beach, CA |
| Jan. 2004 – Sept. 2004
Technician | VCA Miller-Robertson
West Hollywood, CA |
| Jan. 2003 – Jan. 2004
Technician | Center Sinai Animal Hospital
Los Angeles, CA |
- Skills**
- Restraint and treatment techniques for companion animals, reptiles, pocket pets, avian, and large animal species
 - Surgical preparation and assisting
 - Anesthetic monitoring
 - Intubation; extubation; orogastric intubation
 - Catheters: IV, urinary
 - Injections: SQ, IM, IV
 - Venipuncture: Jugular, Cephalic, Femoral, Saphenous, Ventral Coccygeal Vein
 - Urine SG, TP, PCV
 - Cystocentesis, UA: dipstick and microscopic analysis of sediment
 - Vet test, IDEXX, and electrolyte machines
 - Fecal: direct and float with microscopic examination
 - FeLV/FIV, Parvovirus, Giardia snap tests
 - Anal gland expressions
 - TPR, CPR (not certified)
 - Euthanasia
 - Dental prophylaxis
 - Radiographs
 - Ear and wound cleaning
 - Pharmacy
- Education**
- | | |
|------------------------------|----------------------------|
| May 2003 – present | Pierce College RVT Program |
| • Anatomy & Physiology | • Large animal nursing |
| • Disease control/prevention | • Small Animal Nursing |
| • Animal Care Experience | • Clinical Procedures |
| • Medical terminology | • Clinical Pathology |
- Associations**
- NAVTA Student Chapter 2004, 2005
CVMA Student Member 2004, 2005
-

Art Grusensky, D.V.M.

- Experience**
- 2004-Present The Sam Simon Foundation Malibu, CA
Staff Veterinarian
- Regular surgeon performing an average of 25-30 sterilizations per day.
- 1991-2004 Vet-Art Hospital Moab, Utah
Chief Veterinarian, Manager
- Initiated, designed and managed hospital.
- 1980-1991 Animal Emergency Clinic Los Angeles, CA
General Practitioner
- 1992-Present Various Hospitals LA Area, CA
Relief Veterinarian
- Education**
- 1978 University of Bologna
- Doctor of Veterinary Medicine
 - BA: Humboldt State University
 - Post-Graduate Study: University of Minnesota
- Interests**
- Home refurbishing, gardening, jazz.
- Other**
- Certification: Veterinary Acupuncture IVAS
- Licensed Veterinarian in California, Utah, Ohio and Massachusetts



VETERINARY MEDICAL BOARD
1420 HOWE AVENUE SUITE 6
SACRAMENTO, CA 95825-3228
916 263-2810

LICENSE NO. VET 7929
RECEIPT NO. 08300037

VALID UNTIL MARCH 31, 2005

ARTHUR GRUENSKY DVM
NICHOL 4038 LINCOLN AVENUE
CULVER CITY CA 90232

In accordance with the provisions of Section 4981 of the BUSINESS AND PROFESSIONS CODE, the person named hereon is issued a Veterinary License.

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WVMVET 07/17/96

Renewal complete: new license on the way.

KELLI A. LAND, RVT

13346 GLENOAKS BLVD. • SYLMAR, CA 91342 • 818-364-8751

OBJECTIVE

To contribute my skills in a fulfilling and enriching environment, and to have the opportunity to further develop and expand those skills

EXPERIENCE

2004 to present *Sam Simon Foundation* *Malibu, CA*
Mobile Clinic Manager/Senior Veterinary Nurse

2003-2003 *Glendale Humane Society* *Glendale, CA*
Senior Veterinary Nurse

2003-2003 *Sweetwater Veterinary Clinic* *Agua Dulce, CA*
Office Manager

- Office Manager

2002-2002 *NVA Capri Plaza Pet Clinic* *Tarzana, CA*
Office Manager/Senior Veterinary Nurse

- Office manager
- Nursing

1999-2002 *West Valley Pet Clinic (Berens)* *Woodland Hills, CA*
Senior Veterinary Nurse

- Nursing
- Staff Supervision
- Office & Clerical

1985-1999 *West Valley Pet Clinic Inc (Lasdon)* *Woodland Hills, CA*
Senior Veterinary Nurse

1984-1985 *Rosemont Animal Clinic* *La Crescenta, CA*
Veterinary Nurse

1982-1984 *La Canada Pet Clinic* *La Canada, CA*
Veterinary Nurse

EDUCATION

1982 *Pierce College* *Woodland Hills, CA*

- Associate in Science
- Registered Animal Health Technician

KELLI A. LAND, RVT

INTERESTS

Animal Massage Therapy Certificate, Level I, Canine & Equine (1997)

JOB SKILL DETAILS

Office Manager Skills: Weekly performance reports, report payroll, weekly transmittal of billing, management of staff, working with Hospital Director and Regional Director coordinating the hospitals needs, staff and management meetings .

Nursing Skills: Experienced in cats, dogs, avian, exotics and large animal. Radiology, Dentistry (tooth evaluation, radiology, dental restoration), Surgery (assist, prep), Anesthesia (prep, induction, maintenance, recovery), IV Catheter placement, Laboratory samples (venapuncture, blood, urine, cytology, skin scraping, fecals), Vetest Operator (QBC, Vetlyte & T4)

Supervisory Skills: Training technical staff in all aspects of nursing care and support skills, including, but not limited to, those listed above.

Office and Clerical Skills: Inventory Control (ordering, pricing, receiving, record keeping, rotating stock), Schedule Equipment Maintenance, Trouble-shoot Equipment Failure, Maintenance of Logs (surgery, radiology, controlled substances, AAHA, Health Dept., DEA, OSHA), Computer Operation (PSI, Intervet, Avimark, Word), Human Resources

APPLICATION FOR EMPLOYMENT

01988 REFORM 90285

FORMER EMPLOYERS: LIST THE LAST FOUR EMPLOYERS, STARTING WITH PRESENT OR MOST RECENT.

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
OM: 1990.	Agropolis VET. Clinic.	\$ 2400.00/mo. PER:	VET. TECH.	THE VET. CLINIC WAS SOLD!!
TO: 6/2004	1509 W. Burbank Blvd. Burb. Ca. 91506			
FROM: 6/15/2004	MEDIA CITY ANIMAL HOSPITAL	\$ 15/hr. PER:	VET. TECH.	STILL I AM WORKING FREE!!!
TO: →	1509 W. Burbank Blvd Burb. Ca. 91506			
FROM:		\$		
TO:		PER:		
FROM:		\$		
TO:		PER:		

REFERENCES: GIVE THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1. DR. Jaime Velasco			
2. DR. Jan. Levitt	(only Thursday) →	(818) 848-5007 (323) 224-1231	
3.			

IN CASE OF EMERGENCY, NOTIFY: LASTENIA Martinez.
 ADDRESS: 13819 Envidia Way, Van Nuys, Ca. 91405 PHONE: (818) 989-1114.
 Cell: (818) 427-1304

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IS CAUSE FOR DISMISSAL. FURTHER, I UNDERSTAND AND AGREE THAT MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, AT THE DISCRETION OF THE EMPLOYER, BE TERMINATED AT ANY TIME WITHOUT ANY PREVIOUS NOTICE.

SIGNED:  **DATE:** 2-26-2005.

APPLICANT - DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY:		DATE:
REMARKS:		
NEATNESS:		
ABILITY:		
HIRED:	DEPT:	POSITION:
START DATE:	SALARY:	
APPROVALS:		
_____ 1. EMPLOYMENT MANAGER	_____ 2. EMPLOYMENT HEAD	_____ 3. GENERAL MANAGER

RACHEL PAAP

1151 North Sycamore Avenue Los Angeles, CA 90038 323-459-9722 barkmeow7@hotmail.com

EXPERIENCE:

DIRECTOR OF COMMUNITY PROGRAMS

2/04 - Present

The Sam Simon Foundation, Malibu, CA

- Accountable for the development and implementation of public awareness for the Foundation programs.
- Facilitate key relationships with City officials, Council Districts, and humane organizations.
- Handle all press and publicity, maintain database of media contacts.
- Coordinate and organize special events.
- Supervise mobile clinic staff and respond to client and patient needs.
- Create monthly scheduling of clinic in correlation with Animal Services data.
- Disseminate calendars and educational materials throughout greater Los Angeles.
- Present educational campaign to schools and community youth centers.
- Compile spay/neuter mobile clinic statistics and generate quarterly analysis reports.

PROGRAM MANAGER

2002 - 2/04

Spay Neuter Assistance Program, Los Angeles, CA

- Responsible for all aspects of community outreach and humane education.
- Developed bilingual monthly schedule and secured sites for mobile clinic.
- Established and maintained contacts throughout the greater Los Angeles community.
- Acted as direct liaison and primary contact for The City of Los Angeles Department of Animal Services: which included frequent communication, correspondence, and statistical reporting of program.
- Created Public Service Announcements, Press Releases and interacted with the media.
- Distributed materials to targeted communities weekly.
- Spearheaded fundraising, community education and public outreach activities.
- Supervised mobile clinic staff and volunteers.

OFFICE MANAGER

2001 - 2002

USI Entertainment Insurance Services, Sherman Oaks, CA

- Handled all billing/bookkeeping for multiple business and personal accounts.
- Liaison between company and high-level executives.
- Managed highly confidential and time-sensitive documents.
- Supervised an Administrative Assistant.

DEVELOPMENT COORDINATOR (freelance)

2000 - 2001

Last Chance For Animals, West Hollywood, CA

- Organized the marketing and publicity of fundraising events.
- Drafted press releases and handled media contacts.
- Assisted in the creation and introduction of current campaigns.

SALES & MARKETING ASSOCIATE

2000 - 2001

Promax International & BDA, Century City, CA

- Generated client membership and coordinated vital statistics for all regional conferences.
- Presented new fundraising and sponsorship ideas to Account Managers and Executives.
- Created deal memos, oversaw completion of invoices, and handled global correspondence.

EDUCATION:

Bachelor of Arts Degree, Whittier College.

Alliance Francaise, Paris, France.

Masters of Public Administration: pending fall 2005 entry.

LANGUAGES:

French: speak, read and write fluently.

Spanish: speak conversational. Read/write: advanced level.

COMPUTER

SKILLS:

Proficient in PC and MAC applications. Typing: 75 words per minute.

Extensive experience with Microsoft Word, Excel, Outlook, PowerPoint, FileMaker Pro and Quicken.

Basic knowledge of Illustrator, Publisher, Photoshop and QuarkXpress.

Experience with PalmPilot, Ipaq and Blackberry devices.

OTHER:

Certified kickboxing and spinning instructor.

Theater, Art, Music and cultural events attended regularly.

References furnished upon request.

Susan Spunt

4916 Cahuenga Blvd. Apt. B Toluca Lake, CA 91601
818 754.1061

Quality Experience

Veterinary Technician, 10/04 – present
Sam Simon Charitable Foundation Malibu, CA
Complete working knowledge of a spay/neuter mobile operation

Petsitter/Housesitter, 1/03 – 10/04
Self-employed, full service

Veterinary Technician, 5/03-7/03
Highlands Veterinary Hospital N. Highlands, CA
Full service nursing care, radiation therapy

Veterinary Student, 9/98-12/02
School of Veterinary Medicine; University of California, Davis, CA

Research Associate, Level III, 2/96-7/98
UCSF, Division of Gastroenterology
Department of Medicine, San Francisco, CA
Perform, train and facilitate the technique of Isolated Liver
Perfusion; cell culture; management of the Liver Center

Assistant Supervisor/Animal Technician, 1/94-2/96
UCSF, Animal Care, San Francisco, CA

Education

Univ. of California, Davis Senior Veterinary Student 12/02

Univ. of California, Santa Cruz B.A. in Biology 6/90

Lincoln Univ., New Zealand Exchange Student 2/88-11/88
Produced research thesis entitled "Changes in Plasma Progesterone
Levels Around Estrus Of Farmed Red Deer"

Volunteer Work

Marine Mammal Center, Sausalito, CA 11/92-9/95
Docent at Long Marine Lab, Santa Cruz, CA 9/91-1/93

Ronnette Tillis

6732 11th Ave

Los Angeles, CA 90043

{323} 752-6538

Professional Experience

Laurel Pet Hospital – West Hollywood CA (9/03- Present)

- Receptionist/ Busy phones
- Prescriptions
- Scheduling

Veterinary Technician

- Assisting in surgery
- Monitoring Anesthesia
- Dentistry
- Administer vaccines
- Gram stain
- Microscope parasite recognition
- Catheter placement – IV & Urinary
- Distribute SQ & oral medicines

Mar Vista Animal Medical Center- Los Angeles, CA (12/02 – 12/03)

- Receptionist- Busy phones
- Customer service
- Animal medication prescriptions.
- Scheduling appointments
- Inventory of all medical supplies.
- Kennel
- Technician asst.

Hits Magazine – Sherman Oaks, CA (9/97 – 3/02)

- Marketing specialist-tracking weekly record sales from major music retailer nation wide.
- Receptionist/general office duties – filing, mail distribution, heavy phones
- Magazine subscriptions
- Promotions – hiring street promoters and reps for artists and labels nationwide
- Acquired weekly radio playlists nationwide for weekly chart ranks
- Data inputting on weekly music spin rotations
- Compiled data from television networks, VH1, MTV, BET in order to promote artist airtime slots
- Created Marketing strategies for street promotions

- Compiled data from television networks, VH1, MTV, BET in order to promote artist airtime slots
- Created Marketing strategies for street promotions

Co-Owner, Tillis Tool & Machine – Whittier, CA (3/89 – 4/97)

- Customer ServiceHandled all banking duties
- Handled all bookkeeping, including accounts payable and receivable
- Assisted in production of parts
- Delivered parts to clients
- Marketing/Advertising
- Executive Assistant.

Education

L.A. Valley Community College – Valley Village, CA (9/00 – 12/00)

Rio Hondo Community College – Whittier, CA (9/96 – 9/97)

Skills

- IBM and Macintosh literate, including Microsoft Word, PhotoShop, Illustrator, Painter, Quirk,
- Freehand, Windows 3.11 and 95, World Wide Web, America Online and Netscape Navigator
- Excellent organizational skills
- Detail-organized and accustomed to responsibility and meeting deadlines
- Strong problem solving and troubleshooting skills

References available upon request

Jaime I. Velasco, D.V.M.

Experience	2004-Present	The Sam Simon Foundation	Greater LA, CA
	Chief Staff Veterinarian	Mobile spay/neuter clinic	
	2002-Present	City-Contracted Mobile Clinic	Greater LA, CA
	Staff Veterinarian		
	1984-2004	Magnolia Veterinary Clinic	Burbank, CA
	Veterinarian, Owner		
	1992-1995	Department of Animal Services	Los Angeles, CA
	Commissioner		
	1980-1984	Animal Birth Control	Lomita, CA
	Spay & Neuter Surgeon		
	1979-1980	Los Angeles County	LA, CA
	Staff Veterinarian		
Education	1975	University of The Philippines	
		<ul style="list-style-type: none">• Doctor of Veterinary Medicine• Licensed in California, Maryland and New Jersey	
Interests	Golf, Politics		
Other	SCVMA, CVMA, AVMA Member		



VETERINARY MEDICAL BOARD
1420 HOWE AVENUE SUITE 6
SACRAMENTO, CA 95825-3228
916 263-2610

VETERINARIAN

LICENSE NO. VET 7054
RECEIPT NO. 00300018

VALID UNTIL JANUARY 31, 2007

JAIME IBANEZ VELASCO DVM
15046 MIAMI ROAD
APPLE VALLEY CA 92307

In accordance with the provisions of Section 4969 of the BUSINESS AND PROFESSIONS CODE, the person named herein is issued a Veterinary License.



VETERINARY PREMISE

STATE BOARD OF VETERINARY MEDICINE
220 HOWLAND STREET
SACRAMENTO, CA 95833
VALID UNTIL MAY 15, 2005

PERMITE NO. HSP 5940
RECEIPT NO. 00048721
SUPERVISOR NO. VET 00007054

THE SAM SIMON CHARITABLE FOUNDATION
C/O VELASCO JAIME IBANEZ DVM
6070 RAMIREZ CANYON ROAD
MALIBU CA 90265

In accordance with the provisions of
Section 4937 of the BUSINESS AND
PROFESSIONS CODE, the herein named
person is granted a Veterinary Premise
Permit.
This permit is valid only at the physical
address shown below.

6070 RAMIREZ CANYON ROAD
MALIBU CA 90265

VOID
NON-TRANSFERABLE

POST IN PUBLIC VIEW

WVMHSP 07/17/95

04/18/05
05/18/05

The Sam Simon Foundation
Mobile Clinic 4 Day Operating Budget
(Including Double Intake 1x Per Week)

Expense						
	Advertising & Public Relations	\$15,000.00	(printed ads, billboards, bus shelters)			
	Auto Expense					
	Fuel For Mobile Clinics	\$7,300.00				
	Local Mileage	\$7,700.00				
	Mobile Clinic Maintenance	\$12,000.00				
	Mobile Clinic Storage	\$1,200.00				
	Clinic Supplies	\$3,500.00				
	Communications	\$16,800.00	(telephones-cells, house, internet, voicemail)			
	Equipment	\$3,500.00				
	Insurance	\$7,000.00				
	Workers Compensation	\$36,700.00				
	Medical Supplies	\$66,800.00				
	Miscellaneous	\$1,500.00				
	Foundation Utilities	\$7,208.20				
	Office Supplies	\$8,000.00				
	Uniforms & Linen Service	\$7,000.00				
	Postage	\$2,000.00				
	Printed Literature	\$6,500.00				
	Professional Fees	\$30,000.00				
	Salaries		3 Animal Technicians, 1 Lead Technician	\$32,500.00	ea per year	\$97,500
	Benefits	\$43,200.00	3 Veterinarians	\$104,000.00		
	Payroll Service	\$650.00	Mobile Clinic Manager	\$38,000.00		
	Payroll Taxes	\$29,360.00	Mobile Clinic Maintenance Coordinator	\$32,500.00		
	Total Salaries	\$367,000.00	Director of Community Programs	\$60,000.00		
	Travel	\$4,500.00	Outreach Coordinator	\$35,000.00		
	Vet Care	\$10,200.00				
	TOTAL EXPENSES:	\$694,618.20				

DONNER, SCHRIER & ZUCKER

AN ACCOUNTANCY CORPORATION

15233 VENTURA BOULEVARD, SUITE 1100
SHERMAN OAKS, CALIFORNIA 91403-2201

TELEPHONE
(818) 981-5584

DANIEL M. ZUCKER, C.P.A.
JACK SCHRIER, C.P.A.
HAROLD DONNER, C.P.A.

April 11, 2005

To Whom It May Concern:

We have been the Certified public Accountants for Samuel Simon for over twenty-five years.

Mr. Simon is the sole contributor to the Sam Simon Charitable Foundation.

Based on income in previous years, the current year and his passion for animals, Mr. Simon will be able to make this operation a successful one.

Sincerely,

DONNER SCHRIER & ZUCKER



BY: HAROLD DONNER CPA

CITY HALL
100 N. Spring Street
Room 435
Los Angeles, CA 90012
Phone (213) 473-7015
Fax (213) 626-5431



JANICE HAHN
Councilwoman
Fifteenth District

DISTRICT OFFICES:
HARBOR CITY/HARBOR GATEWAY
19401 S. Vermont Ave.
Suite #G104
Torrance, CA 90502
310-327-4482
Fax 310-327-6219

SAN PEDRO OFFICE
638 S. Beacon Street
Suite 552
San Pedro, CA 90731
310-732-4515
Fax 310-732-4500

WATTS OFFICE
10221 Compton Ave.
Suite 200
Los Angeles, CA 90002
213-473-5128
Fax 213-473-5132

WILMINGTON OFFICE
544 N. Avalon Blvd., Suite 102
Wilmington, CA 90744
310-233-7201

June 7, 2004

Dear Neighbor:

I am writing in support of the Sam Simon Foundation's program to provide a free spay and neuter mobile clinic for my constituents in the City of Los Angeles' Fifteenth Council District.

I know that many families would like to prevent unwanted litters, which end up being taken to the City's shelters, but that the cost of sterilizing their pet is simply not within their family budget. The Sam Simon Foundation provides free services to help our neighbors be responsible pet owners.

This is a new program, the success of which depends on the response from the residents in our district. I hope you will help spread the word of this generous and much needed program in our community.

Thank you in advance for your help and support.

Sincerely,

A handwritten signature in black ink that reads 'Janice Hahn'.

JANICE HAHN
Councilwoman, 15th District
City of Los Angeles

JH:elm



ANTONIO R. VILLARAIGOSA
COUNCILMEMBER OF THE FOURTEENTH DISTRICT

June 2, 2004

Dear Friend:

I am writing in support of the Sam Simon Foundation's program to provide a free spay and neuter mobil clinic for my constituents in the Fourteenth Council District in the City of Los Angeles.

Many families with companion animals would like to prevent unwanted litters that end up being taken to the City's overburdened shelters where they all too often end up being euthanized. But the cost of sterilizing their pet is simply not within their family budget. The Sam Simon Foundation provides free services to help our neighbors be responsible pet owners.

The success of this new program (which augments another City-run spaymobile already in service) depends on the response from the residents in the 14th District. I hope you will help spread the word about this generous and much needed program throughout our community.

I thank you in advance for your help and support.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Antonio R. Villaraigosa".

Antonio R. Villaraigosa
Councilmember, 14th District



LOS ANGELES CITY COUNCIL

Eric Garcetti

Councilmember, District 13

June 30, 2004

Greetings:

I would like to encourage your support of the Sam Simon Foundation's program to provide a free spay and neuter mobile clinic for my constituents in Council District Thirteen in the City of Los Angeles.

The Sam Simon Foundation provides free services to help our neighbors be responsible pet owners. Many families would like to prevent unwanted litters, which end up being taken to the City's shelters, but the cost of sterilizing their pet is simply not within their family budget.

The success of this new program depends on the response from the residents in our district. Please help spread the word of this generous and much needed program in our community.

I thank you in advance for your help and support.

Sincerely,

Councilmember Eric Garcetti, Thirteenth District



JAN PERRY
COUNCILWOMAN
NINTH DISTRICT

City Council
of the
City of Los Angeles
City Hall

ENVIRONMENTAL QUALITY
AND WASTE MANAGEMENT
CHAIR

CONVENTIONS, TOURISM,
ENTERTAINMENT INDUSTRY
AND BUSINESS ENTERPRISE
VICE-CHAIR

PUBLIC WORKS
MEMBER

June 22, 2004

Greetings:

I am writing in support of the Sam Simon Foundation's program to provide a free spay and neuter mobile clinic for my constituents in Council District Nine in the City of Los Angeles.

I know that many families would like to prevent unwanted litters, which end up being taken to the City's shelter, but that the cost of sterilizing their pet is simply not within their family budget. The Sam Simon Foundation provides free services to help our neighbors be responsible pet owners.

This is a new program, the success of which depends on the response from the residents in our district. I hope you will help spread the word of this generous and much needed program in our community.

I thank you in advance for your help and support.

Sincerely,

Jan Perry
Councilwoman, Ninth District





LOS ANGELES CITY COUNCIL

OFFICE OF THE PRESIDENT

ROOM 465, CITY HALL
200 N. SPRING STREET
LOS ANGELES, CA 90012
(213) 847-7777
FAX (213) 847-0707
www.lacity.org/council/cd7

ALEX PADILLA
SEVENTH DISTRICT

August 25, 2004

To whom it may concern:

This letter is to express my support for the Sam Simon Foundation's program to provide a free spay and neuter mobile clinic for my constituents in the 7th Council District of the City of Los Angeles.

Many families would like to prevent unwanted litters but they can not afford the cost of sterilizing their pet. The Sam Simon Foundation provides much needed free services to help local residents be responsible pet owners.

The success of this new program depends on the response from residents in our district. Please share information about this program with your friends and neighbors so that more pet owners can benefit in our community.

Thank you for your support.

Sincerely,

ALEX PADILLA
President, Los Angeles City Council

Animal Kindrescue

April 27, 2005

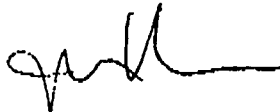
Rachel Paap
Director of Community Programs
The Sam Simon Foundation
6070 Ramirez Canyon Rd.
Malibu, CA 90265

Dear Rachel:

I am writing to let you know about the wonderful experience we have had with the Sam Simon Foundation's spay/neuter van. We have had so many dogs and puppies spayed and neutered and vaccinated on the van and it's been fantastic in every way. The staff is courteous, knowledgeable and thorough. The quality of care has been wonderful, the animals bounce back beautifully. Our experience has been 100% positive.

Our group rescues many dogs that people find as strays or who are dumped on us by uncaring owners who haven't had any kind of medical care. While shelter animals come to us spayed and neutered, these dogs do not. We would be spending thousands upon thousands of dollars at private veterinary clinics, and frankly our animals are treated better at the Sam Simon van! The money we save on spaying and neutering saves countless other animals' lives. The care our dogs get is top-notch. It's hard to even imagine what life was like before we discovered the Sam Simon Foundation's van. If I could think of something even more glowing to say, I would! We are huge fans!

Sincerely,



Jill Blackstone
Animal Kind Rescue

MARLEY'S PIT STOP RESCUE

PO BOX 90811, LOS ANGELES, CA 90009 PITSTOPRESCUE@COMCAST.NET

Ms. Rachel Stoff
Director of Community Programs
Sam Simon Foundation
6070 Ramirez Canyon Road
Malibu, CA 90265

April 25, 2005

Dear Rachel,

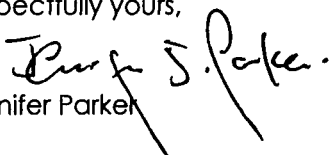
I know that I have emailed and called you on numerous occasions to tell you how much I appreciate the great work of the Sam Simon Foundation Spay/Neuter Van Program. Below is a more formal 'thank-you.'

First of all, your team is so efficient, courteous, qualified and professional. I've brought several animals (dogs and cats of all ages) to the van and I have always been so pleased with how fast the animals recover from their surgery. The Sam Simon Foundation medical quality is like no other. Unlike many of the spay/neuter services I have used, yours is so good that I have never had a follow up medical problem (infection, etc.) thanks to the excellent medical attention of your doctors and staff. Also, they always send the animals home with a e-collar, short course antibiotics (no bothersome staples!) and sometimes treatments for other ailments. I leave the van wishing that your medical team could be my 'regular veterinary' team! Further the efficiency the scheduling and check-in/check-out process is faster than most veterinary offices.

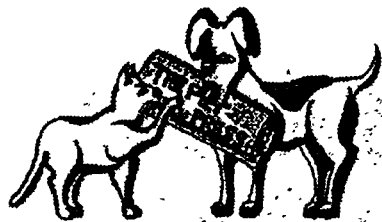
Secondly, I also want to thank you for reaching out and making yourself available to those of us in the rescue community. As you know, Marley's Pit Stop runs entirely off of donations, adoption fees, volunteers and money from our own pocket to save the hundreds of animals that we rescue every year. To have access to your spay/neuter, vaccination and de-worming services means that we now are able to responsibly save more animals than ever before.

Finally, I would like to personally thank you for your professionalism and responsiveness and your leadership of the Sam Simon Foundation. Your outreach to the Los Angeles community and inclusion of the rescue community is unparalleled and unprecedented. With your help, I believe that we really can make Los Angeles a more humane city and finally see and end to our pet overpopulation problem.

Respectfully yours,


Jennifer Parker

"IF YOU PICK UP A STRAY DOG AND MAKE HIM PROSPEROUS, HE WILL NOT BITE YOU. THIS IS THE PRINCIPAL DIFFERENCE BETWEEN A DOG AND A MAN."
-MARK TWAIN



The Pet Press

*For The People Who Love Animals And
The Animals Who Need To Be Loved*

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**Help Animals By
Becoming A
VOLUNTEER**
(Most Rescues Can
Use The Help)

Sam Simon

The Emmy Winning TV Writer/Director Now
Helps Animals With His Own Private Foundation
By Lori Golden

His face is probably not familiar to you. Nor his name. But if you're a television junkie like I am, you've seen the name Sam Simon roll by in the credits... as a writer, producer, director, or co-creator of such shows as *Cheers*, *Taxi*, *It's Garry Shandling's Show*, *The Drew Carey Show*, *The Tracey Ullman Show*, and *The Simpsons*. These days, however, one of the most important places you can see his name rolling by is on the state-of-the-art Sam Simon



Sam Simon with His Animal Companions

Foundation Mobile Clinic that goes to low-income areas in Los Angeles three days a week, offering FREE spay/neuter and vaccination services to qualifying animal lovers.

Sam Simon grew up in Los Angeles, (fourth generation) in what he calls a "privileged upbringing," and not one that indicated he would be devoting any part of his life to animals. "I always had dogs and I was always an animal lover," he says, "but I wouldn't say I was a crazy animal person. I don't really know what a 'crazy animal person' is, but I don't think I'm one of them. On the other hand I'm a proud member of PETA and I love PETA, and I don't think

what they do is crazy. I don't think dogs are people but I think they're important... I don't like the cutesiness of people who talk about their "fur babies" ... that's when I start to get uncomfortable. But I don't think there's anything wrong with dressing up dogs... some dogs like attention. They get a kick out of getting dressed up and they like the reaction they get. I don't think there's anything wrong with that. So maybe I am a nut, I don't know."

Sam has two dogs of his own, Harvey and Casey, and while he talks
(cont'd on page 43)



Sam Simon *(cont'd from p.1)*

mostly about dogs, he says he loves dogs AND cats. "I had a great cat named 'Kitty,' and she sort of came with the house that I bought. The only thing I'll say about dogs and cats is that when people say, 'my dog is great, they don't say 'it's just like a cat.' But when people say 'my cat is great,' they say it's just like a dog!"

These days Sam is on a sabbatical from television and film, preferring to concentrate on his work with his foundation as well as his other passion, boxing. (More on how he combines them both later.) He established *The Sam Simon Foundation* about two years ago with three basic programs: Free Spay/Neuter, Senior Dogs for Seniors, and the Assistance Dog Program for the hearing impaired.

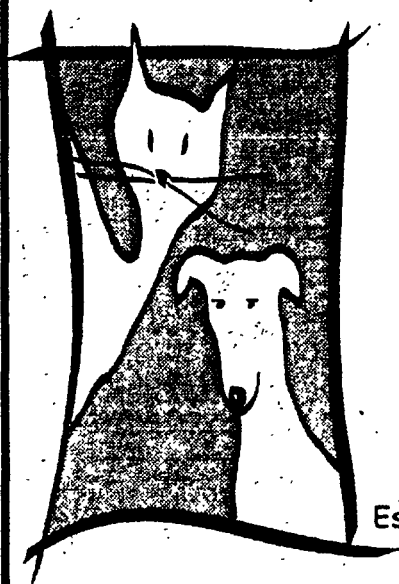
"I was a long-time member of the National Boards of Save the Children and the World Wildlife Fund," explains Sam. "I found that when people were interested in doing something philanthropic you kind of had to choose between doing something for people or doing something for animals, but I wanted to do something for both because I love people and I love animals. I did some research and I came up with the idea of adopting dogs from "kill shelters" and training them to be hearing dogs (to hear household sounds such as phones and door knocks) which we give to deaf people and those hard of hearing free of charge. I consider that our flagship program of the foundation."

The Assistance Dog Program

"Hearing dogs seemed like a doable goal to me," Sam continues. "Even though it takes six months to teach them and the dogs are tested to see whether they have potential to do it... I think only about 20% of them actually make it through the training... even then it's the most realistic assistance dog that you can aspire to train. A Seeing Eye Dog really does have to be specially bred. Same thing with the dogs used in the Canine Companions for Independence program. They used to have an adoption program which is what I used to support. Those are wonderful dogs. They're amazing. I would urge anyone if they want to have one of the most uplifting experiences of their lives to go to the graduation ceremony of Canine Companions. You get to see the puppy raisers give their dogs up to the trainers and you see the recipients get the dogs and it really is just fantastic. I talked to people at Canine Companions about what I wanted to do, and I visited the program in San Francisco that trains hearing dogs. Our trainers have actually migrated south from Dogs for the Deaf in Oregon. Barb Valasquez is our head trainer and she brought Kim Meinhardt down here with her. They're full time and they live with the dogs in Malibu. Basically it was because, on the scale of realistically being able to adopt the most number of dogs from shelters and successfully train them, the hearing dog was the most realistic choice."

"We only just started graduating these dogs from the program," Sam continues. "Our problem, quite frankly, is getting the message out to the deaf community that these dogs are available. We have three dogs ready to go right now. One of our adoptions was to a 10-year old kid whose father heard me *(cont'd on next page)*"

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Sam Simon (cont'd from p.43) talking about the foundation on *The Howard Stern Show*, so getting the message out through any medium is great."

Seniors for Seniors

"We have another program called Seniors for Seniors... where we take the older dogs which are almost impossible to adopt out and place them in senior facilities or with individual senior citizens. We have a deal with Sunrise Retirement Homes, and we just sent a blind dog to an Alzheimer's ward."

"A hearing dog has to be small and energetic and feisty," explains Sam, "which is the opposite of what we want for the retirement homes. We want nice, calm friendly dogs for these homes. They are really different types of animals. As long as there is a retirement home that wants a dog we can work that out. That's easy. We basically just find the dog, and test the dog... we don't have to really train it... we just need to work out the situation at the home. If other retirement homes want to contact us to become part of this program they are more than welcome"

At www.samsimonfoundation.org we learn the philosophy behind this program: "The placement of a senior dog in a Senior Facility makes it a warmer, more home-like environment. The therapeutic benefits of having the camaraderie of a dog are well documented. There are wonderful programs where dogs visit senior facilities, however we feel that having a dog actually live-in, being there each day with a wagging tail and happy face, is a joy that enhances the day to day life of people who have shared their earlier life with dogs and who, in their golden years, miss the treasured company of a doggy pal."

Career Change Dog Program

These programs also led to their 'Career Change' Dog program, which involves the animals that don't meet the demands of becoming a Certified Assistance Dog. Happy, healthy, and friendly, many of these dogs are already housebroken and have basic obedience training. In short, these "near misses" make perfect pets, and the foundation would love to help match people with one of them to become a lifelong canine companion.

The Free Spay/Neuter Mobile Clinic

"I go to the animal shelters every once in a while and it's heart breaking," says Sam. "Spaying and neutering, I believe, is the solution for that, because the owner ends up with a pet that's going to live longer, that's less likely to run away, that's going to be healthier and that isn't likely to bite people."

"The Spay/Neuter clinic took a long time to build and was officially unveiled exactly one year ago. We've got quite a dedicated team. We continually upgrade the medical facilities on the van so they're really getting state-of-the-art care.

It's an amazing machine. I've been chastised because we're not supposed to call it a van... it's actually a mobile clinic. It really is just gorgeous and amazing. The mobile clinic goes to five basic areas in LA - South LA, Boyle Heights, Watts, Pacoima and Wilmington - and we also do special events. The FREE spay/neuter program is a tremendous success and is expanding under the leadership of Rachel Paap. I'm very proud of that, too, and that we're giving people who can't afford these operations something that's going to improve their lives and the lives of their pets. Our goal for this year is to neuter 7000 animals. This is actually starting to cause a drop in the euthanasia rate, which, I think, in a couple of years, is going to be significant."

One of the special events they did was at Camp Pendleton a few months ago. "A marine came up to us... and, you know, the marines like these big, tough dogs, but when they're deployed, the dogs often prove to be too much to handle for the people left behind. This was our effort to make sure that when our marines come home their dogs will be waiting for them. We plan to go back to Camp Pendleton again. One of the reasons that we're privately funded is so I can do things like that," explains Sam.

As previously mentioned, Sam's other passion is boxing. "I manage the heavyweight champion of the world, Lamon Brewster. In certain areas of LA people like these tough dogs, but they're reluctant to neuter them even though they're running around a lot more than other dogs. I'm talking about pit bulls and rottweilers. We did a really successful program creating these wonderful posters, in Spanish and English. I used my connections in boxing to get world champions like Lamon Brewster and Laila Ali and others and matched them with certain dogs for the posters. 'Yo Dawg! Neuter Your Dog!' is a slogan we hope will echo throughout the country. Our point is that big, tough dogs can still be tough, but you can have the benefits of neutering for free."

While these are the current programs of *The Sam Simon Foundation*, Sam is planning a new project involving community outreach and education. "There are a lot of people who love their dogs who would benefit from just knowing a little more about them and things they can do to have a better relationship with their dogs. So I sat with our staff and we came up with a list of '10 Ways To Be Your Dog's Best Friend.' Then I called my friend who is the editor-in-chief of Marvel Comics, and we got some Marvel writers and artists to do a little story for a free comic book we're going to give out. It's about a day where the dogs and their owners change bodies and the dogs teach their masters about what they need. So that's something we're working on right now. The plan is to give them away at stores and at the mobile clinic."

Of course, all of these services only make

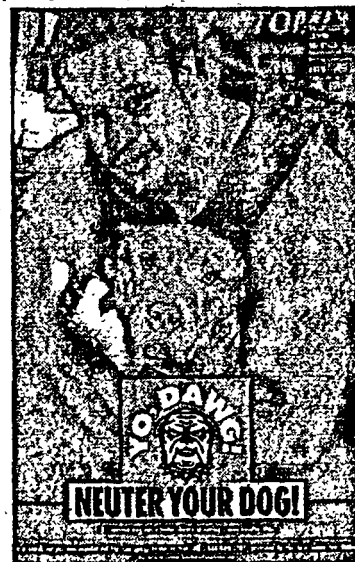
sense if one has a dog (or a cat). "More people should be pet guardians," suggests Sam. "There's nothing you can buy that will improve your life more than a dog. And you don't even have to buy one. You can go down to the shelter and just pick one out."

Sam Simon funds his foundation totally by himself. He's won Emmy Awards and a Peabody Award for his work in television, but that's all in the past. For now. "Of course, there has been huge satisfaction in my career," Sam says, "mostly from seeing how much people enjoy the shows and hearing how much they meant to them. But I really get the same reaction when I see this 10-year old kid who got his hearing dog, or reading some of the thank you notes we get from people. This is tremendously satisfying."

The mission of *The Sam Simon Foundation* is to improve the lives of people by saving the lives of dogs. Imagine the possibilities of what they'll accomplish after they've been around for a few more years!!!

For more about these programs visit www.samsimonfoundation.org. You can email them there or call 310-457-5898 if you are in need of a Hearing Assistant Dog, if you would like to be part of the Seniors for Seniors program, or if you'd like copies of the bilingual boxing posters. All of these services are FREE. Appointments can be made to spay or neuter your pet by calling 1-888-DOG-SPAY. (They DO neuter cats too, but no ferals!)

(Lamon Brewster, whom Sam Simon manages, will be defending his World Heavyweight Boxing Championship on May 21st on HBO.)





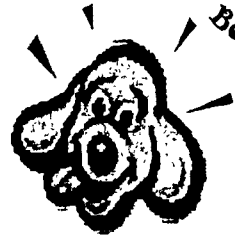
Benny -
puppy
faith -
😊

I appreciate for what you
did to my animals.

thank you and
my god Bless
you.

Sylvia Herrera

6-2-2021



Dear Ms. Stoff,

Thank you four
teaching us about
animals. When are
you coming back?
Thank you four the
stickers.

From Daniell
to Mrs Stoff



3016 S. HILL ST. LA, CA 90007



213.748.7485 BARKAVELA.COM

March 4, 2005

Ms. Rachel Paap
Director of Community Programs
Sam Simon Foundation
6070 Ramirez Canyon Road
Malibu, Ca 90265

Dear Rachel,

I must share with you and your team how important and life-saving your efforts through the Sam Simon Foundation Mobile Spay/Neuter Van have been for the people in the neighborhoods where Bark Avenue Foundation works. As you know, our mission is to provide humane education and reduce pet overpopulation through spay and neuter.

Of course, it is one issue to be able to become a service provider for 1000's of spay/neuters/year. Having the quality of staff, doctors, "customer service" and support afterwards is not often provided, particularly when the services are free.

I am often personally transporting dogs and cats from people who do not have reliable transportation, or are working two jobs and cannot bring their animals to your sites, but who are committed to keeping their animals healthy and NOT having puppies or kittens. In that regard, I am often at your sites once a week and I want to applaud you for being able to recruit, as well as retain, such a strong, warmly professional team.

Jimmy makes certain the van is operable and on site at 7am, as well as checking in animals. Your experienced and "customer friendly" techs, Susan and Regina (and there have been others who were equally as strong) manage to calmly check in and prep 25-40 animals in a condensed time frame. Kelli Land's (Director of the Mobile Van), extensive background allows not only critical, but sometimes life saving judgements to be made, often includes additional animals for that day's surgery for people who have simply shown up without appointments, but obviously, need services. And Rachel, when Kelli answers the after hours emergency line, calmly assessing whether the animals in question should go to the emergency vet at 2 in the am (they did not!!) it is not only reassuring, but amazing follow up and support.

Applause, of course, goes to Dr. Velasco and Dr. Art, both of whom are compassionate professionals who are deeply committed to this cause, and who travel sometimes 2 hours each way, even during this horrible rainy season, to make these clinics possible!!

EVERYTHING UNDER ONE WOOF

PAGE TWO
LETTER TO RACHEL PAAP

And lastly, Rachel, a sincere thank you to you for your indefatigable energy, your organizational skills, your outreach in the neighborhoods AND inclusion of the rescue community, who, for the first time can access these quality services . Your efforts have and continue to make it possible, for everyone to accomplish so much more.

With respect and gratitude,

Melanie Pozez
Founder
Bark Avenue Foundation
3016 S. Hill Street
Los Angeles, CA 90007



Best Friends Catnippers

Writer's Direct Contact Information:
21039 Mendenhall Court, Topanga, CA 90290
(818) 735-6531 Office ~ (818) 735-6511 Fax ~ (818) 340-9550 Home
msdodge@valcon.com

April 28, 2005

Guerdon Stuckey
General Manager
Department of Animal Services
City of Los Angeles
419 Spring Street, Rm. 1400
Los Angeles, CA 90013

Re. RFP – Sam Simon Foundation

Dear Guerdon:

As you know, Best Friends Catnippers is engaged in a wide range of activities designed to spay and neuter as many feral cats as possible. In this regard, we are always on the lookout for solution-minded, positive, competent people and organizations with whom to collaborate, given that no single program can hope to solve the homeless cat problem in Los Angeles.

In this regard, we met and started working with Rachel Paap some years ago when she was working for SNAP on the City spay-neuter van. We always found her to be on top of things, very enthusiastic about the mission, and to have all of the qualities noted above. Now that Rachel has moved over to the Sam Simon Foundation, we have remained in contact, and continued to collaborate where possible.

One recent example of this was Rachel's assistance to Kam at the recent spay-neuter clinic held at the South Central shelter as part of Best Friends' De-Sex and the City campaign. Also, we have been talking about ways to use the SSF mobile van as part of our own spay-neuter operations.

I mention all of this in connection with the City's RFP re. mobile spay-neuter services. Based upon this experience, and my personal due diligence with respect to SSF, I believe that this organization, under the direction of Rachel Paap, can deliver upon all of its promises, will perform in a professional, exemplary manner, and fulfill its obligations under its proposal. Toward this end, Best Friends Catnippers is pleased to recommend the proposal of the Sam Simon Foundation.

Sincerely,

Mark

MARK S. DODGE, Esq.
Co-Director

**P.O. Box 55663, Sherman Oaks, CA 91403-5663
(818) 377-9700**

DOWNTOWN DOG RESCUE

2118 EAST 7TH PLACE LOS ANGELES, CA 90021

PHONE: 213-683-1963 FAX 213-683-1312



April 20, 2005

Dear Council Member:

My name is Lori Weise; I am the founder of a program called *Downtown Dogs*, which assists homeless, and very low-income dog owners in the city of Los Angeles. A major part of our program involves spaying/neutering dogs. This is how I became acquainted with a new program called *The Sam Simon Foundation Mobile Clinic*. In fact, our *Downtown Dogs* location was the first place that the program operated out of last May.

Since the focus of our non-profit organization is spaying/neutering dogs, *The Sam Simon Foundation* has become an extremely important resource that has allowed us to dramatically increase the number of dogs that we assist in spaying/neutering this past year. Each year we assist in sterilizing approximately 500 animals, and without *The Sam Simon Foundation*, this goal would not be attainable.

Furthermore, the program is a huge asset to the city of Los Angeles, helping to reduce the number of unwanted puppies and kittens being born each year that would inevitably end up in the city shelters only to be euthanized. The program targets, and operates out of some of the poorest communities in the city. The staff is professional, well organized, and caring, providing outreach to those who need this free service the most.

I truly appreciate everything that *The Sam Simon Foundation* has done for our organization, and the people that we have referred to the program. Please do not hesitate to contact me if you should have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Lori Weise". The signature is written in black ink and is positioned above the printed name.

Lori Weise

Founder of the Downtown Dog Rescue



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 1

**Non-Discrimination and Affirmative
Action Certification**

CITY OF LOS ANGELES

NONDISCRIMINATION - EQUAL EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

1. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
2. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC 10.8.3 and on Page A-3 of this document.
3. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section AE@ below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 1. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 2. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Rachel Paap Director of Community Programs is hereby

NAME OF DESIGNEE

TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____

WORK AJ

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in AA@ above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section AE@ above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: 9 City Plan; 9 Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

The Sam Simon Charitable Foundation

COMPANY NAME

1600 Donner, Schriber + Zwicker
15233 Ventura Blvd. Ste 404

ADDRESS

Sherman Oaks, CA 91403

CITY, COUNTY, STATE, ZIP

Sam Simon

AUTHORIZED SIGNATURE

Sam Simon, Founder

NAME AND TITLE (TYPE OR PRINT)

310-457-5898

TELEPHONE

DATE

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*A Minority is defined as the term minority person is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

1. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

2. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
3. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
4. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
5. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
6. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.

4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:

1. Recruit and refer minority, women and other employees to such programs;
2. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.

3. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
4. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
5. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - (1) What steps were taken, how and on what date.
 - (2) To whom those efforts were directed.
 - (3) The responses received, from whom and when.
 - (4) What other steps were taken or will be taken to comply and when.
 - (5) Why the contractor has been or will be unable to comply.
6. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
7. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
8. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
9. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
10. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
11. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
12. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
13. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

Samuel Simon

Officer's Signature

Sam Simon, Founder

Officer's Name and Title (Type or Print)

5-25-05

Date

The Sam Simon Charitable Foundation

Firm Name



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 2

Business Tax Registration Certificate

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 04-03-04 W

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
537608-00	L	190	PROFS/OCCUPATIONS	04-24-04



SAM SIMON
THE SAM SIMON CHARITABLE FOUNDATION
C/O STEVEN S. FREEDMAN
9000 E CENTURY BL #19E1
LOS ANGELES CA 90067

Donner, Schrier & Zucker

15233 Ventura Blvd. Suite 404 Sherman Oaks, CA 91403

ISSUED BY:

Christine D. Christensen

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS — 200 N. SPRING ST., RM 101, LOS ANGELES CA. 90012
FORM 2000 (rev. 11/03) IMPORTANT - READ REVERSE SIDE

537609-0001-6
BA Change

Sam Simon

04/12/05

Master Account No: 0000537609 Legal Name: SAM SIMON Find

- Registration
- Registration Search
- Master Account
- Locations / Addresses
- Fund/Class
- Contact List
- Account Relationship
- Permits
- Merge Accounts
- DBA Names
- Calculate Fees
- Payments
- Refunds
- Renewals
- Revenue Accounting
- Revenue Reporting
- Base
- Correspondence
- Exports
- System Admin

Location Account Number	Status	Location Desc	Created By	Created Date
0000537609-0001-6-0000	Active	15233 VENTURA 91403-2218	Conversion	11/01/2004

Locations Save New Copy Cancel Other Address... Business Address Edit... Phones... Collections...

Location Account No: 0000537609-0001-6-0000 Location: 15233 VENTURA 91403-2218 Outside City Limits:

Location Status: Active Council District: No Zone Alternate Number:

Enforcement District: No Zone In Empowerment Zone: No Zone Sales Tax ID:

Empowerment Zone: No Zone Start Date: 04/05/2004 End Date: Base Year:

Granted Begin Date: Granted End Date: Base Year Amount: .00

Primary NAICS... Secondary NAICS...

Registration Reason: Routine Registration Source: Conversion

Description of Goods Sold:

Address Type: Business Address Residential Non-Residential Address Validation Status: Found

Address: Street Number 15233 St. No. Fraction Dir. Prefix VENTURA St. Nm. Suffix BOULEVARD Dir. Suffix SUITE Unit Type SUITE Unit Number 404

St Nbr End St. Fraction End Care of DONNER SCHRIER & ZUCKER City SHERMAN OAKS State CA Zip Code (+4) 91403 2218 Country US

Phone Type: Not Available Primary Phone Number - Extension

Phone Note:

Address Type	Date From	Date To	Street #	Fraction	Direction	Street Name	Suffix	Suffix Dir	Unit Type	Unit Number	City
Business Address	04/12/2005		15233			VENTURA	BLVD		STE	404	SHERMAN OAKS
Business Address	04/05/2004	04/12/2005	2029			CENTURY	PARK	E		19FL	LOS ANGELES

Primary Phone Type Area Code Phone Nbr Extension Phone Note Foreign Number Created By Created

<input checked="" type="checkbox"/>	Not Available		-					Conversion	11/02/04
-------------------------------------	---------------	--	---	--	--	--	--	------------	----------

Signature _____

LEASING OR RENTING COMMERCIAL PROPERTY

<u>YES</u>	<u>NO</u>
_____	_____
(If Yes, Answer #2)	(If No, Answer #3)

1. Are you engaged in business within the City of Los Angeles?

You are engaged in business within the City of Los Angeles when you rent or let a building, or structure, or any space therein of any kind on land located in the City of Los Angeles to a tenant for purposes other than dwelling for seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

If no, please report your City of Los Angeles gross receipts and payroll expense for the previous three calendar years or from the date you began conducting business within the City of Los Angeles.

<u>YEAR</u>	<u>GROSS RECEIPTS</u>	<u>PAYROLL EXPENSE*</u>
19__	\$ _____	\$ _____
19__	\$ _____	\$ _____
19__	\$ _____	\$ _____

*Note: Payroll Expense is the amount of payroll paid to employees who physically worked within the City of Los Angeles.

3. Please provide the location(s) of the leased property within the City of Los Angeles.

NONE ..

Signature _____ Title _____

TRUCKING/HAULING

YES NO
____ X

1. Are you engaged in business within the City of Los Angeles?

You are engaged in business within the City of Los Angeles when you, your employees or your agents operate a motor vehicle within the City for hire or compensation seven (7) or more days per calendar year.

2. If yes, do you have a valid City of Los Angeles Tax Registration Certificate? _____

Account Number _____

3. Do you have a certificate or permit issued by the California Public Utilities Commission and/or by the California State Department of Motor Vehicles?

If yes, please provide a copy of your certificate and/or permit.

4. Do you operate your vehicle exclusively in Interstate Commerce? _____

If yes, please provide a copy of your certificate and/or permit.

5. Do you have a franchise granted pursuant to the provisions of the City Charter and the Franchise Procedure Ordinance of the City of Los Angeles? _____

If yes, please provide the franchise number: _____

6. If your answer to questions 2, 3, 4 or 5 is "NO", please contact the Tax and Permit Division, Special Investigation Unit at (213) 485-3952 for instructions on completing the following:

<u>YEAR</u>	<u>UNLADEN WEIGHT OR SEATING CAPACITY</u>	<u>VEHICLE DAYS</u>	<u>NO. OF DAYS OPERATED</u>
9	_____	_____	_____
9	_____	_____	_____
9	_____	_____	_____

Signature: Lochell Deaf Title: Director of Community Programs

CERTIFICATION OF EXEMPTION

FOR

ONE TIME PURCHASE OR SERVICE RENDERED OVER \$200**

THIS FORM DOES NOT APPLY

The _____ hereby certifies that a one time
(Name of Department/Bureau)

purchase of _____
(Type of Product/or Service)

costing _____ was made from the
(Cost of Purchase)

following business:

(Name of Company)

(Address)

(Company Representative) (Title) (Phone Number)

we further certify that to the best of our knowledge, the business is NOT LOCATED IN THE CITY OF LOS ANGELES, does not solicit or conduct business in the City for seven (7) or more days during a calendar year, and does not deliver the goods or merchandise in its own vehicles within the City for seven (7) or more days during a calendar year. Based on the information provided, this business would not appear to owe a Business Tax.

(Department/Bureau Representative)

(Title) (Phone number) (Date)

City Clerk's Office
Tax and Permit Division
111 N. Hope St, L-68
Los Angeles, CA 90012
Mail Stop 170
Attn: Vendor Unit

VENDORS DEEMED CITY OF LOS ANGELES EMPLOYEES

EMPLOYEE STATEMENT:

THIS FORM DOES NOT APPLY

I _____ certify that I am
(Name of employee)

currently working for

(Name of City Department/Bureau)

and that I am under contract with this department in the capacity of an employee as defined in Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code and therefore not subject to payment of business taxes.

(Signature of employee)

(Date)

EMPLOYER STATEMENT:

I certify that to the best of my understanding and belief, the above-named individual is deemed to be an employee of this City Department, based on Section 21.00 (Definitions), Subsection (k), Los Angeles Municipal Code, which I have reviewed, and therefore not subject to payment of business taxes.

(Department/Bureau Representative)

(Signature and Title)

(Phone Number)

(Date)

c: City Clerk Office
Tax and Permit Division
111 N. Hope St., L-68
Los Angeles, CA 90012
Mail Stop 170
Attn: Vendor Unit



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 3

Insurance Requirements

Policy Number: CLS1083099

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE 4/19/2005
PRODUCER Solomon Insurance Agency 880 Apollo Street Suite 222 El Segundo, CA 90245 (310) 414-9409 29-50-304 asolo	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Sam Simon Charitable Foundation 15233 Ventura Blvd Suite 1100 Sherman Oaks, CA 91403	INSURERS AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE INSURER B: Columbia Insurance Company INSURER C: INSURER D: INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1083099	11/5/2004	11/5/2005	EACH OCCURRENCE \$ 3,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	71APN289843	2/21/2005	2/21/2006	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER City of Los Angeles Animal Services Department 419 Spring St. Room 1400 Los Angeles, Ca 90013	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE EUGENE SOLOMON
---	--

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE
SAN FRANCISCO

MEDICAL PROVIDER NETWORK

REP 01
1815295-05
NEW
SC

ENDORSEMENT AGREEMENT

EFFECTIVE FEBRUARY 8, 2005 AT 12.01 A.M.

PAGE 1 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

**SAM SIMON CHARITABLE FOUNDATION
15233 VENTURA BLVD SUITE 1100
SHERMAN OAKS, CA 91403**

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER
NETWORK IS ESTABLISHED IN ACCORDANCE WITH CALIFORNIA LABOR
CODE 4600 ET SEQ AND APPROVED BY THE CALIFORNIA DIVISION OF
WORKERS' COMPENSATION ADMINISTRATIVE DIRECTOR. THE INTENT
OF THE 2004 LEGISLATION REQUIRING THE ESTABLISHMENT OF THE
MEDICAL PROVIDER NETWORK IS INCREASED EMPLOYER CONTROL OVER
THE COSTS OF TREATING EMPLOYEE WORK RELATED INJURIES AND
DISEASE.

PART FOUR OF THE POLICY, YOUR DUTIES IF INJURY OCCURS, IS
AMENDED AS FOLLOWS:

IT IS AGREED THAT THE POLICYHOLDER SHALL REFER ALL WORK
RELATED INJURIES OR DISEASE TO THE STATE COMPENSATION
INSURANCE FUND MEDICAL PROVIDER NETWORK AT THE TIME OF AN
OCCUPATIONAL INJURY OR UPON KNOWLEDGE OF AN OCCUPATIONAL
INJURY OR DISEASE.

IT IS FURTHER AGREED THAT WHEN AN EMPLOYEE NOTIFIES THE
POLICYHOLDER OF AN OCCUPATIONAL INJURY OR FILES A CLAIM FOR
WORKERS' COMPENSATION WITH THE POLICYHOLDER, THE POLICY-
HOLDER SHALL ARRANGE AN INITIAL MEDICAL EVALUATION AND
BEGIN TREATMENT WITHIN THE MEDICAL PROVIDER NETWORK. THE
POLICYHOLDER SHALL NOTIFY THE EMPLOYEE OF HIS OR HER RIGHT

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

UNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 16, 2005



AUTHORIZED REPRESENTATIVE



PRESIDENT

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE
SAN FRANCISCO

MEDICAL PROVIDER NETWORK

REP 01
1815295-05
NEW
SC

ENDORSEMENT AGREEMENT

EFFECTIVE FEBRUARY 8, 2005 AT 12.01 A.M.

PAGE 2 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

**SAM SIMON CHARITABLE FOUNDATION
15233 VENTURA BLVD SUITE 1100
SHERMAN OAKS, CA 91403**

CONTINUED.

TO BE TREATED BY A PHYSICIAN OF HIS OR HER CHOICE FROM
WITHIN THE MEDICAL PROVIDER NETWORK AFTER THE FIRST VISIT.
THE POLICYHOLDER SHALL NOTIFY EMPLOYEE OF THE METHOD BY
WHICH THE LIST OF PARTICIPATING PROVIDERS MAY BE ACCESSED
BY EMPLOYEES.

IT IS FURTHER AGREED THAT IF AN INJURED EMPLOYEE DISPUTES
EITHER THE DIAGNOSIS OR THE TREATMENT PRESCRIBED BY THE
TREATING PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF
ANOTHER PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK. IF
THE INJURED EMPLOYEE DISPUTES THE DIAGNOSIS OR TREATMENT
PRESCRIBED BY THE SECOND PHYSICIAN, THE EMPLOYEE MAY SEEK
THE OPINION OF A THIRD PHYSICIAN WITHIN THE MEDICAL
PROVIDER NETWORK.

IT IS FURTHER AGREED THAT THIS ENDORSEMENT IN NO WAY
AFFECTS THE RIGHTS OF AN INJURED WORKER TO PREDESIGNATE A
PHYSICIAN. AN EMPLOYEE MUST FILE WRITTEN NOTICE OF THE
PREDESIGNATION WITH THE EMPLOYER PRIOR TO THE DATE OF
INJURY. THE NOTICE MUST INCLUDE THE PHYSICIAN'S SIGNATURE
OF AGREEMENT TO THE PREDESIGNATION, AND THE FOLLOWING
CONDITIONS MUST APPLY:

THE PHYSICIAN IS THE EMPLOYEE'S REGULAR PHYSICIAN.

THE PHYSICIAN IS THE EMPLOYEE'S PRIMARY CARE PROVIDER WHO
HAS PREVIOUSLY DIRECTED THE MEDICAL TREATMENT OF THE

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 16, 2005



AUTHORIZED REPRESENTATIVE



PRESIDENT

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE
SAN FRANCISCO

MEDICAL PROVIDER NETWORK

REP 01
1815295-05
NEW
SC

ENDORSEMENT AGREEMENT

EFFECTIVE FEBRUARY 8, 2005 AT 12.01 A.M.

PAGE 3 OF 3

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
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TIME INDICATED AT
PACIFIC STANDARD TIME

**SAM SIMON CHARITABLE FOUNDATION
15233 VENTURA BLVD SUITE 1100
SHERMAN OAKS, CA 91403**

CONTINUED.

EMPLOYEE AND RETAINS RECORDS OF THE TREATMENT AND MEDICAL HISTORY.

THE EMPLOYER PROVIDES THE STAFF WITH NONOCCUPATIONAL GROUP HEALTH COVERAGE IN A HEALTH-CARE SERVICE PLAN (SUCH AS AN HMO/PPO PROGRAM).

OR

THE EMPLOYER PROVIDES NONOCCUPATIONAL HEALTH COVERAGE IN A GROUP HEALTH PLAN OR A GROUP HEALTH INSURANCE POLICY, PER LABOR CODE 4616.7.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

UNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 16, 2005



AUTHORIZED REPRESENTATIVE



PRESIDENT

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE

FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

INSURANCE IS EFFECTIVE FROM
 2-08-05 TO 2-01-06 AND SHALL
 AUTOMATICALLY RENEW EACH 2-01
 UNTIL CANCELLED

CONTINUOUS POLICY 1815295-05

SAM SIMON CHARITABLE FOUNDATION

DEPOSIT PREMIUM

\$3,655.00

15233 VENTURA BLVD SUITE 1100
 SHERMAN OAKS, CALIF 91403

MINIMUM PREMIUM
 PREMIUM ADJUSTMENT PERIOD
 REP 01

\$525.00
 MONTHLY
 N SC

NAME OF EMPLOYER- SAM SIMON CHARITABLE FOUNDATION
 (A NON-PROFIT ORGANIZATION)

TRADE NAMES- SAM SIMON CHARITABLE FOUNDATION

LOCATIONS- 001 15233 VENTURA BLVD SUITE 1100
 SHERMAN OAKS CA 91403

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 02-08-05 TO 02-01-06

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8831	HOSPITALS--VETERINARY--ALL EMPLOYEES-- INCLUDING RECEPTIONISTS.	386000	10.91	9.47

*****BUREAU NOTE INFORMATION*****

FEIN 741882618

TOTAL ESTIMATED ANNUAL PREMIUM \$36,546

TOTAL COMPOSITION OF WORK FORCE

PRIME SUBCONTRACTOR

OCC# _____

Contractor The Sam Simon Foundation Project Title _____

Length of Contract _____

Contractor Address _____ Work Force as of (Date) _____ (If you have no employees, write "No Employees At This Time")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																									
CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES		% MINORITY			GENDER				
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
Brick Layers																									
Carpenters																									
Electricians																									
Gamma Workers																									
Iron Worker																									
Laborers																									
Operator Engineers																									
Painters																									
Pipe Trades																									
Plaster / Cement																									
Masons																									
Sheet Metal Workers																									
Teamsters																									
Clerical																									
Supervisory																									
TOTAL																									

FOR NON-CONSTRUCTION PROJECTS																
OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Officials & Managers																
Professionals	2		1						4		7					
Technicians	1		3	1	1				4		9	1				
Sales Workers																
Office / Clerical			1						3		4					
Semi-Skilled									1							
Laborers (Unskilled)																
Service Workers																
TOTAL											20	1				

Employment Statistics Were Obtained From: Available Records Visual Check Other (Specify) _____



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 4

Certification of Compliance with
Child Support Obligations

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that The Sam Simon Foundation will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

Los Angeles, California
City/County/State

Date: April 2005

The Sam Simon Foundation 15233 Ventura Bl. Ste 404
Name of Business Address

Sherman
Oaks, CA
91403

Rachel Paap Rachel Paap
Signature of Authorized Officer or Representative Print Name

Director of Community Programs 310-457-5898
Title Telephone Number



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

Due to our Non-Profit 501C3 status, we are exempt
from the following exhibits:
Attached please find the appropriate paperwork indicating our status.

EXHIBIT 5

**Declaration of Compliance Service
Contract Worker Retention Ordinance**

EXHIBIT 7

**Appropriate Certificate of Compliance
with the Equal Benefits Ordinance**

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
 Office of Contract Compliance
 600 South Spring Street, Suite 1300, Los Angeles, CA 90014
 Phone: (213) 847-6480 – Fax: (213) 847-5566

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)
 CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")
 APPLICATION FOR NON-COVERAGE OR EXEMPTION**

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: The Sam Simon Foundation Phone: 310-457-5898
 Contact Person: Rachel Paap
 Company Address: 15233 Ventura Blvd. Suite 404
 City: Sherman Oaks State: CA Zip: 91403
 Department Awarding Financial Assistance: Animal Services
 Number of Contracts with the City of Los Angeles: 0

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

Exemption 1: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: _____

Exemption 2: A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____ Not Approved (See Attached): _____

Analyst: _____ Date: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPT. OF THE TREASURY

Date **JUL 8 2004**

THE SAM SIMON CHARITABLE FOUNDATION
C/O JOEL SACHS
2029 CENTURY PARK E STE 1900
LOS ANGELES, CA 90067-3005

Employer Identification Number:
14-1882618
DLN:
17053083035014
Contact Person:
MS K WILMER-FENTON ID# 52405
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). We also determined that you are a private foundation within the meaning of section 509(a) of the Code.

Based on the information you submitted with your application, we have determined that you are likely to qualify as a private operating foundation described in section 4942(j)(3) of the Code. Accordingly, you are treated as a private operating foundation for your first year of exempt status. After that, you will be treated as a private operating foundation as long as you continue to meet the requirements of section 4942(j)(3).

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know any changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA). However, since you are a private foundation, you are subject to excise taxes under Chapter 42 of the Code. You also may be subject to other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions only to the extent their contributions are gifts, with no consideration received. Ticket purchases and similar payments

Letter 1075 (DO/CG)

THE SAM SIMON CHARITABLE FOUNDATION

in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Publication 1391, which sets forth guidelines on when payments made by taxpayers for admission to, or other participation in fundraising activities for charity are deductible as charitable contributions.

You are required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as a Private Foundation. Form 990-PF must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make certain returns available for public inspection for three years after the later of the due date of the return or the date the return is filed. The returns required to be made available for public inspection are Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation, and Form 4720, Return of Certain Excise Taxes on Charities and Other Persons Under Chapters 41 and 42 of the Internal Revenue Code. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents must be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If you did not enter an employer identification number on your application, we will assign a number to you and let you know. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should

Letter 1075 (DO/CG)

THE SAM SIMON CHARITABLE FOUNDATION

show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and private foundation status, you should keep it for your records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Charitable Contributions - Substitution and Disclosure Requirements

UNDER THE NEW LAW, CHARITIES WILL NEED TO PROVIDE NEW KINDS OF INFORMATION TO DONORS. Failure to do so may result in denial of deductions to donors and the imposition of penalties on charities.

Legislation signed into law by the President on August 10, 1993, contains a number of significant provisions affecting tax-exempt charitable organizations described in section 501(c)(3) of the Internal Revenue Code. These provisions include: (1) new substitution requirements for donors, and (2) new public disclosure requirements for charities (with potential penalties for failing to comply). Additionally, charities should note that donors could be penalized by loss of the deduction if they fail to substantiate. **THE SUBSTITUTION AND DISCLOSURE PROVISIONS APPLY TO CONTRIBUTIONS MADE AFTER DECEMBER 31, 1993.**

Charities need to familiarize themselves with these tax law changes in order to bring themselves into compliance. This Publication alerts you to the new provisions affecting tax-exempt charitable organizations. Set forth below are brief descriptions of the new law's key provisions. The Internal Revenue Service plans to provide further guidance in the near future.

Donor's Substitution Requirements

Documenting Certain Charitable Contributions. — Beginning January 1, 1994, no deduction will be allowed under section 170 of the Internal Revenue Code for any charitable contribution of \$250 or more unless the donor has contemporaneous written substantiation from the charity. In cases where the charity has provided goods or services to the donor in exchange for making the contribution, the contemporaneous written acknowledgment must include a good faith estimate of the value of such goods or services. Thus, taxpayers may no longer rely solely on a cancelled check to substantiate a cash contribution of \$250 or more.

The substantiation must be "contemporaneous." That is, it must be obtained by the donor no later than the date the donor actually files a return for the tax year in which the contribution was made. If the return is filed after the due date or extended due date, then the substantiation must have been obtained by the due date or extended due date.

The responsibility for obtaining this substantiation lies with the donor, who must request it from the charity. This charity is not required to record or report this information to the IRS on behalf of donors.

The legislation provides that substantiation will **NOT** be required if, in accordance with regulations prescribed by the Secretary, the charity reports directly to the IRS the information required to be provided in the written substantiation. At present, there are no regulations establishing procedures for direct reporting by charities to the IRS of charitable contributions made in 1994. Consequently, charities and donors should be prepared to provide/obtain the described substantiation for 1994 contributions of \$250 or more.

There is no prescribed format for the written acknowledgment. For example, letters, postcards or computer-generated forms may be acceptable. The acknowledgment does not have to include the donor's social security or tax identification number. It must, however, provide sufficient information to substantiate the amount of the deductible contribution. The acknowledgment should note the amount of any cash contribution. However, if the donation is in the form of property, then the acknowledgment must describe, but need not value, such property. Valuation of the donated property is the responsibility of the donor.

The written substantiation . . . will also note whether the donee organization provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good-faith estimate of the value of the goods or services. In the new law these are referred to as "quid pro quo contributions."

These note that there is a new law requiring charities to furnish disclosure statements to donors for such quid pro quo donations in excess of \$75. This is addressed in the next section regarding Disclosure by Charity.

If the goods or services consist entirely of intangible religious benefits, the statement should indicate this, but the statement need not describe or provide an estimate of the value of such benefits. "Intangible religious benefits" are also discussed in the following section on Disclosure by Charity. If, on the other hand, the donor received nothing in return for the contribution, the written substantiation must so state.

The present law remains in effect that, generally, if the value of an item or group of like items exceeds \$5,000, the donor must obtain a qualified appraisal and submit an appraisal summary with the return claiming the deduction.

The organization may either provide separate statements for each contribution of \$250 or more from a taxpayer, or furnish periodic statements substantiating contributions of \$250 or more.

Separate payments are regarded as independent contributions and are not aggregated for purposes of measuring the \$250 threshold. However, the Service is authorized to establish anti-abuse rules to prevent avoidance of the substantiation requirement by taxpayers writing separate number checks on the same date.

If donations are made through payroll deductions, the deduction from each paycheck is regarded as a separate payment.

A charity that knowingly provides false written substantiation to a donor may be subject to the penalties for filing and abetting an understatement of tax liability under section 6701 of the Code.

Disclosure by Charity of Receipt of Quid Pro Quo Contribution

Beginning January 1, 1994, under new section 6115 of the Internal Revenue Code, a charitable organization must provide a written disclosure statement to donors who make a payment, described as a "quid pro quo contribution," in excess of \$75. This requirement is separate from the written substantiation required for deductibility purposes as discussed above. While, in certain circumstances, an organization may be able to meet both requirements with the same written document, an organization must be careful to satisfy the section 6115 written disclosure statement requirement in a timely manner because of the penalties involved.

A quid pro quo contribution is a payment made partly as a contribution and partly for goods or services provided to the donor by the charity. An example of a quid pro quo contribution is when the donor gives a charity \$100 in consideration for a concert ticket valued at \$40. In this example, \$60 would be deductible. Because the donor's payment (quid pro quo contribution) exceeds \$75, the disclosure statement must be furnished, even though the deductible amount does not exceed \$75.

Separate payments of \$75 or less made at different times of the year for separate fundraising events will not be aggregated for purposes of the \$75 threshold. However, the Service is authorized to develop anti-abuse rules to prevent avoidance of this disclosure requirement in situations such as the writing of multiple checks for the same transaction.

The required written disclosure statement must:

- (1) inform the donor that the amount of the contribution that is do-

ductible for federal income tax purposes is limited to the excess of any money (and the value of any property other than money) contributed by the donor over the value of goods or services provided by the charity, and

- (2) provide the donor with a good-faith estimate of the value of the goods or services that the donor received.

The charity must furnish the statement in connection with either the solicitation or the receipt of the quid pro quo contribution. If the disclosure statement is furnished in connection with a particular solicitation, it is not necessary for the organization to provide another statement when the associated contribution is actually received.

The disclosure must be in writing and must be made in a manner that is reasonably likely to come to the attention of the donor. For example, a disclosure in small print within a larger document might not meet this requirement.

In the following three circumstances, the disclosure statement is not required.

- (1) Where the only goods or services given to a donor meet the standards for "insubstantial value" set out in section 3.01, paragraph 2 of Rev. Proc. 90-12, 1990-1 C.B. 471, as amplified by section 2.01 of Rev. Proc. 92-49, 1992-1 C.B. 987 (or any updates or revisions thereof);
- (2) Where there is no donative element involved in a particular transaction with a charity, such as in a typical museum gift shop sale.
- (3) Where there is only an intangible religious benefit provided to the donor. The intangible religious benefit must be provided to

the donor by an organization organized exclusively for religious purposes, and must be of a type that generally is not sold in a commercial transaction outside the donative context. An example of an intangible religious benefit would be admission to a religious ceremony. The exception also generally applies to the recipient's tangible benefits, such as wine, provided in connection with a religious ceremony. The intangible religious benefit exception, however, does not apply to such items as payments for tuition for education leading to a recognized degree, or for travel services, or consumer goods.

A penalty is imposed on charities that do not meet the disclosure requirements. For failure to make the required disclosure in connection with a quid pro quo contribution of more than \$75, there is a penalty of \$10 per contribution, not to exceed \$5,000 per fundraising event or mailing. The charity may avoid the penalty if it can show that the failure was due to reasonable cause.

Please note that the prevailing basic rule allowing donor deductions only to the extent that the payment exceeds the fair market value of the goods or services received in return still applies generally to all quid pro quo contributions. The \$75 threshold pertains only to the obligation to disclose and the imposition of the \$10 per contribution penalty, not the rule on deductibility of the payment.



Department of the Treasury
Internal Revenue Service
Publication 1771 (11-89)
Catalog Number 200540

Internal Revenue Service
1111 Constitution Avenue, NW
Washington, D.C. 20224

Bulk Rate
Postage and Fees Paid
IRS
Permit No. G-48

COMPLIANCE

CITY OF LOS ANGELES

Office of the City Administrative Officer
Contractor Enforcement Section

200 North Main Street, Room 1240, Los Angeles, CA 90012
Phone: (213) 978-7650 - Fax: (213) 978-7616

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Agreement: Animal Services Contact/Phone: Rachel Paap
310-457-5898

SECTION 1. CONTACT INFORMATION

Company Name: The Sam Simon Charitable Foundation
Company Address: c/o Donner, Schrier, Zucker 15233 Ventura Blvd. Suite 404
City: Sherman Oaks State: CA Zip: 91403
Contact Person: Rachel Paap Phone: 310-457-5898 Fax: 310-457-9312

I am a one-person contractor, and I have no employees. Yes No (If you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3.

If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1: <u>Blue Cross</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1: <u>Blue Cross</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 6

**Certification Regarding Compliance
with the Americans with Disabilities Act**

6

EXHIBIT X

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

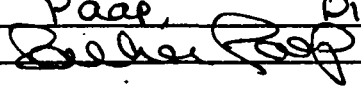
The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY The Sam Simon Charitable Foundation

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Rachel Paap, Director of Community Programs

SIGNATURE 

DATE 4-28-05



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 8

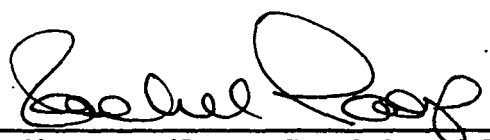
MBE/WBE/OBE Subcontractors
Information Form Schedule A

**FINAL REPORT OF SUBCONTRACTING AND PURCHASES
SCHEDULE B**

Project Title Dog and Cat Spay/Neuter Services		Contract No.
Company Name The Sam Simon Charitable Foundation	Address c/o Donner, Schier, Zucker 15233 Ventura Blvd Ste 404 Sherman Oaks CA 91403	
Contact Person Rachel Paap	Phone 310-457-5898	

Name, Address, Telephone No. of Subcontractor	Description of Work or Supply	MBE	WBE	Dollar Value of Subcontract
no subcontractors				

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			



Signature of Person Completing this Form

Director of Community Programs 4-28-05
Title Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

MBE/WBE/OBE SUB-BID FOLLOW UP LOG
Calls Handled Facilitated by Rachel Paap

COMPANY NAME	CONTACT PERSON	PHONE NUMBER	TIME, DATE, RESULT OF CONVERSATION
Creative Media Displays of California 433 N. Camden Drive Suite 600 Beverly Hills, CA 90210	Barbara Fouch	310-859-1777	11:35AM, 4/19: Left message with main voicemail box. 9:45AM, 4/21: Inquired into an additional contract, Left second message with Barbara Fouch. 10:48AM, 4/25: Left third message for Barbara Fouch: was told she was out of the office.
E. Perry & Associates 8116 South Tryon Street Suite B3264 Charlotte, North Carolina 28273	Tonita Perry	704-965-8958	4:15PM, 4/18: Spoke with Tonita Perry: Because their company is based in North Carolina, it would make it difficult for our organization to sub-contract with them. The costs would be greater than using a local publicist, with regard to communication and submission of materials, etc. We respectfully declined sub-contracting with their company.
Strategic Solutions 447 E. 17th St. Brookklyn, NY 11228	Sidney Wormsby	718-791-8707	2PM, 4/19: Spoke with Sidney Wormsby: Their company is not exactly what we requested sub-bids for: Based on the information they sent over, we deemed their services unnecessary for our organization. They are also located out of state.
F. Enterprises Old National Highway Building H Suite 300 College Park, Georgia 30349	Dhana Moore	404-787-2170	10AM, 4/20: Spoke with Dhana Moore: Although their company provides services that could suit us, this company is also based out of state: which we felt would lead to an unsuccessful and inefficient sub-contractor relationship. I informed her that it was not a great fit for sub-contracting.
Riverside Medical Supply 2906 Rubidoux Blvd. Riverside, CA 92509	Art Corrica	951-683-0018 x.27	2:30PM, 4/26: Spoke with Art Corrica: This could potentially be a good fit. Their supply company may be able to beat our current account prices for inventory supplies. I put our Mobile Clinic Manager in contact with Art to discuss the complete and detailed inventory items and prices. We will be in contact by the first week of May to determine whether we may be able to officially sub-contract them for the purpose of medical supplies for the mobile clinic.

April 15, 2005

VIA FACSIMILE

Creative Media Displays of California
433 N. Camden Drive Ste 600
Beverly Hills, CA 90210

To Whom It May Concern;

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation is seeking sub-contractor bids to provide marketing services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and provides free sterilization surgeries to dogs and cats belonging to low-income families. Our mobile clinic is state-of-the art, and fully insured.

We will assist in obtaining bonds, lines of credit and insurance.

Please feel free to contact us for further information:

Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

Sincerely yours,



Rachel Paap
Director of Community Programs

OFFICE

310.457.5898

FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sending Confirm

Date : APR-18-2005 MON 13:49
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	13104768591
Pages	:	1/1
Start Time	:	04-18 13:48
Elapsed Time	:	00'26"
Mode	:	ECM
Result	:	Ok

Main Identity

From: "Tonita Perry" <tperry@eaddyperry.com>
To: <rachel@samsimonfoundation.org>
Sent: Monday, April 18, 2005 3:47 PM
Attach: EP_A Company Profile.DOC
Subject: Thank You for Your Interest

Rachel:

It was a pleasure to speak with you today. We are interested in providing Public Relations services to Sam Simon Foundation. Please find attached an overview of Eaddy Perry & Associates, Inc.

I do have one question; if we are chosen as a sub-contract, will we need to submit a separate RFP or would we need to attach an addendum to the RFP you submit?

Thank you again for your interest.

Best,

Tonita

Tonita Perry
Principal/Publicist
Eaddy Perry & Associates, Inc.
8116 South Tryon Street
Suite B3264
Charlotte, North Carolina 28273
704.965.6956/FAX 704.527.8672
tperry@eaddyperry.com
www.eaddyperry.com - Coming Soon!

Let Eaddy Perry & Associates take you to the infinite level -
for we put publicity to work for you.

4/20/2005

Main Identity

From: "sidney wormsby" <sworm_22@yahoo.com>
To: <rachel@samsimonfoundation.org>
Sent: Monday, April 18, 2005 1:50 PM
Attach: Bio for Sidney Wormsby (NFP).doc; SidneyWormsbyResume1.doc
Subject: Information for Strategic Solutions

Hi, Rachel.

Here is the information we discussed briefly in our phone conversation. I have attached a copy of my bio and my resume for your review.

As I stated, Strategic Solutions is a general business consulting firm that provides integrated business solutions for small businesses and not-for-profit organizations. The company is operated as a sole proprietorship and I have strategic partnerships with a variety of associates with various skills that I subcontract with as needed to complete projects and assignments. You can get additional information about Strategic Solutions at the following website:

www.solutionswithresults.com

Once you have reviewed the information, please contact me to discuss how I might be able to assist you in accomplishing your mission. I look forward to hearing from you and working with you in the future.

Thanks, in advance, for your consideration.

Sincerely,

Sidney V. Wormsby
President
Strategic Solutions
(718) 791-8707

Do you Yahoo!?
[Yahoo! Mail](#) - Helps protect you from nasty viruses.

4/20/2005

Sidney V. Wormsby

“Providing Integrated Business Solutions”

Sidney Wormsby is an experienced business executive with over 20 years of demonstrated success in developing and implementing strategic solutions that integrate all functions of the business for solving complex and high impact situations. He has proven results in leading teams for business start-ups, business turnarounds and transformations, new product development, and implementation of Six Sigma and Total Quality Management techniques.

He has held significant roles for some of the top Fortune 100 companies including global product management and business development for JPMorganChase’s Investor Services; leadership of one of PepsiCo’s retail restaurant business units; leadership of a retail banking business unit for Citigroup; and plant management for Eastman Kodak’s Office Equipment Division. Throughout his career, he has displayed an ability to establish compelling visions, set clear objectives, and inspire staff that has resulted in high levels of performance.

In addition to this industry experience, he has extensive experience with not-for-profit organizations as both a volunteer and as a board member. He is currently on the Board of Directors for Flatbush Development Corporation and Flatbush Youth Initiative. Previously, Mr. Wormsby has been a board member or had leadership experience with a variety of not-for-profit organizations including Youth Enrichment Services, Inc., Pittsburgh Public Education Group, United Way of Dayton’s Allocation Committee and many others.

As a member of the Board of Directors for a youth development agency, he led the strategic planning activities that resulted in a comprehensive organizational plan that not only focused staff on critical activities but, also, increased foundation grants by 300%. As a member of the Board of Directors and Treasurer for a mental health agency, he implemented new financial policies and procedures that improved cost controls and facilitated the audit process. As a member of the Board of Directors for a public education advocated agency, he assisted the staff in the updating of all human resource policies and procedures to ensure consistency with applicable laws and best practices.

Because of his strong analytical skills and varied experiences, Mr. Wormsby is uniquely qualified to provide organizations with solutions in the areas of:

Planning & Strategy

- Business Planning
- Strategic Planning
- Fundraising Strategy
- Cash Flow Management
- Service Offering Strategy

Organizational Development

- Change Management
- Leadership Development
- Performance Management
- Human Resource Policies
- Staff Development

Operations Management

- Service Delivery Improvement
- Productivity Improvement
- Expense Management
- Service Delivery Measurement
- Financial Policies & Procedures

In addition to his extensive work experience, Mr. Wormsby is a professor in marketing, human resource management, and business management at several colleges and universities in the New York City area. He is also available as a speaker and seminar presenter on these and other related topics. Mr. Wormsby holds an M.B.A. in Personnel and Operations Management and a B.S. in Mechanical Engineering. Both degrees were received from Michigan State University.

Strategic Solutions

447 E.17th St. Brooklyn, NY 11226
sworm_22@yahoo.com

(718) 791-8707

Main Identity

From: "Dhana M. Moore" <dhanam@hcdenterprisesllc.org>
To: "Rachel S. Paap" <rachel@samsimonfoundation.org>
Sent: Tuesday, April 19, 2005 12:10 PM
Subject: Re: RFP for community outreach

Rachel:

I have reviewed the City of Los Angeles Website as well as the present subcontractor's list for subject. I don't see a lot of parity in what the current subcontractors main line of businesses are and what the general effort of the subject RFP requires (in my humble opine).

I do however feel that our small firm's community development and related programs marketing/outreach/development (through subcontractor services) does have more parity for subject.

I would welcome the opportunity to discuss this with you further as time is of the essence based on your proposal deadline.

Please contact me by email and or at 404-787-2170, my direct cell number.

> Dhana,
>
> With regard to the City of Los Angeles RFP for dog and cat
> spay/neuter
> services, The Sam Simon Foundation is seeking sub-contractor bids to
> provide
> veterinary and marketing/publicity services.
> We require a minimum experience level of 4 years. The Sam Simon
> Foundation
> operates a mobile spay and neuter clinic and provides free
> sterilization
> surgeries to dogs and cats belonging to low-income families.
> We will assist in obtaining bonds, lines of credit and insurance.
>
> I am indeed the contact person.
>
> Thank you for your response.
>
> Sincerely,
>
> Rachel Paap
> The Sam Simon Foundation
> 323-459-9722: cell
> 310-457-9312: fax
> www.samsimonfoundation.org
>
> ----- Original Message -----

4/20/2005

> From: "Dhana M. Moore" <dhanam@hcdenterprisesllc.org>
> To: <rachel@samsimonfoundation.org>
> Sent: Saturday, April 16, 2005 3:15 PM
> Subject: RFP for community outreach

>
>
>> Dear Rachel:

>>
>> My firm was advised about the subject RFP. Please advise if you are
>> the contact person and if possible please forward us the subject
RFP.

>>
>> Thank you!

>>
>>
>> Dhana M. Moore, MBA
>> HCD Enterprises
>> 5534 Old National Highway
>> Building H - Suite 300
>> College Park, Georgia 30349
>> Phone: 404-836-7746
>> Fax: 404-836-7712
>> Email: dhanam@hcdenterprisesllc.org
>> Website: hcdenterprisesllc.org

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>>
>
>
>
>

Dhana M. Moore, MBA
HCD Enterprises
5534 Old National Highway
Building H - Suite 300
College Park, Georgia 30349
Phone: 404-836-7746
Fax: 404-836-7712
Email: dhanam@hcdenterprisesllc.org
Website: hcdenterprisesllc.org

Main Identity

From: "Dhana M. Moore" <dhanam@hcdenterprisesllc.org>
To: <rachel@samsimonfoundation.org>
Sent: Saturday, April 16, 2005 3:15 PM
Subject: RFP for community outreach

Dear Rachel:

My firm was advised about the subject RFP. Please advise if you are the contact person and if possible please forward us the subject RFP.

Thank you!

Dhana M. Moore, MBA
HCD Enterprises
5534 Old National Highway
Building H - Suite 300
College Park, Georgia 30349
Phone: 404-836-7746
Fax: 404-836-7712
Email: dhanam@hcdenterprisesllc.org
Website: hcdenterprisesllc.org

4/18/2005

Run Date: 4/12/2005

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
Directory of Minority/Women/Disadvantaged Business Enterprises**

Work Category And Company Name	Cert #	Status	Expires	Phone	Fax	Address	City, State, Zip
(541810) Advertising Agencies							
Brittemoon Productions, Inc.	9796	MBE/WBE/DBE	9/6/2005	(818) 981-0909	(818) 990-1930	14267 Ventura Blvd.	Sherman Oaks, CA 91423
Digerati Media Studio	10288	MBE/DBE	9/6/2006	(213) 253-0599	213-253-0583	923 E. 3rd Street Ste 302	Los Angeles, CA 90013
Enlace Communications, Inc.	9346	MBE/WBE	12/23/2005	(310) 440-5368	(310) 472-4099	11999 San Vicente Blvd. Ste. 345	Los Angeles, CA 90049
Ethnic Solutions, Inc.	10004	MBE/WBE	3/28/2006	(323) 964-9004	(323) 964-9801	4929 Wilshire Blvd. 760	Los Angeles, CA 90010
Ethos Group, Inc.	10274	MBE/DBE	12/16/2007	(323) 785-2510	(323) 785-2511	1320 N. Wilton Place	Los Angeles, CA 90028
Fraser Communications	9337	WBE	5/19/2005	(310) 566-3603	(310) 319-1537	2811 Wilshire Blvd. 600	Santa Monica, CA 90403
Garcia-Kirkpatrick Communications	9778	MBE/WBE	10/18/2006	(818) 625-2763	(818) 349-1273	10120 Louise Ave.	Northridge, CA 91325
J. R. Navarro & Associates, Inc.	799	MBE	3/6/2006	(310) 820-7676	(310) 207-6563	12400 Wilshire Blvd. 140	Los Angeles CA 90025
LAGRANT COMMUNICATIONS	947	MBE	12/10/2005	(323) 469-8680	(323) 469-8683	626 Wilshire Blvd. Ste. 700	Los Angeles, CA 90017-2920
Lane Marketing	10161	MBE/WBE/DBE	9/19/2006	(323) 293-5617	(323) 293-5020	5209 Inadale Ave.	Los Angeles, CA 90047
Magnus & Co., Inc.	9892	WBE/DBE	10/30/2005	(626) 294-1030	(626) 294-1031	135 East Huntington Drive	Arcadia, CA 91006
Mikell & Company Advertising	9756	MBE/DBE	4/14/2006	(818) 999-1925	(818) 999-9129	22141 Ventura Boulevard #200	Woodland Hills, CA 91364
Patrick Soohoo Designers Inc.	5645	MBE	4/12/2007	(310) 381-0170	(310) 381-0169	1424 Marcelina Ave.	Torrance, CA 90501
RLR Advertising & Marketing, Inc.	9722	WBE	7/26/2005	(626) 440-0321	(626) 796-5634	836 S. Arroyo Parkway	Pasadena, CA 91105
SAESHE Advertising, Inc.	9998	MBE/DBE	2/26/2006	(213) 683-2100	(213) 683-2103	1055 W. 7th Street 2150	Los Angeles, CA 90017
1820c Display Advertising							
Creative Media Displays of California	10347	MBE/WBE/DBE	12/2/2007	(310) 859-1777	(310) 476-8591	433 North Camden Drive Suite 600	Beverly Hills, CA 90210
Interspace Airport Advertising	9578	WBE/DBE	7/28/2005	(877) 422-8326	(610) 395-8739	4635 Crackersport Rd.	Allentown, PA 18104
McGraphics Design	9991	WBE/DBE	1/10/2006	(626) 799-2195	(626) 799-6093	1810 Hardison Place, Ste 7	South Pasadena, CA 91030
(624230) Emergency and Other Relief Services							
KH Consulting Group	199	WBE	6/5/2006	(310) 552-9229	(310) 203-5419	1901 Avenue of the Stars 900	Los Angeles, CA 90067
(541613) Marketing Consulting Services							
About Marketing Solutions, Inc.	10200	MBE/WBE/DBE	3/28/2007	(818) 842-9688	(818) 842-9299	1208 S. Chavez St.	Burbank, CA 91506
Accordion, Inc.	9488	WBE	3/27/2006	(310) 313-2575	(310) 737-1195	3201 Barry Ave.	Los Angeles, CA 90066
Charles E. Bray, Jr.	9915	MBE/DBE	8/16/2005	(310) 673-7878	(310) 673-0800	122 West 64th Place	Inglewood, CA 90302
Ethos Group, Inc.	10274	MBE/DBE	12/16/2007	(323) 785-2510	(323) 785-2511	1320 N. Wilton Place	Los Angeles, CA 90028
Figueroa Media Group (FMG)	9529	MBE/DBE	5/17/2006	(213) 612-5217	(213) 622-8590	900 Wilshire Blvd. Ste. 528	Los Angeles, CA 90017
Flintridge Consulting	1909	WBE/DBE	1/12/2008	(818) 249-6279	(818) 249-9670	3786 La Crescenta Ave. Ste. 103	Glendale, CA 91208
Genia Communications	9619	MBE/WBE/DBE	6/8/2005	(310) 821-5211	(310) 821-5213	4640 Admiralty Way, Ste. 406	Marina Del Rey, CA 90291

Run Date: 4/12/2005

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
Directory of Minority/Women/Disadvantaged Business Enterprises**

Work Category And Company Name	Cert #	Status	Expires	Phone	Fax	Address	City, State, Zip
Hershey Associates	9169	WBE	4/13/2007	(310) 656-1001	(310) 656-0613	1336 5th St.	Santa Monica, CA 90401
Kumamoto Associates	695	MBE	7/7/2005	(323) 223-6473	(323) 342-0817	4130 Sea View Lane	Los Angeles, CA 90065
LMZ Communications	9217	WBE	5/6/2005	(818) 505-9170	(818) 505-0019	4928 Bellaire Ave.	Valley Village, CA 91607
Lane Marketing	10161	MBE/WBE/DBE	9/19/2006	(323) 293-5617	(323) 293-5020	5209 Inadale Ave.	Los Angeles, CA 90047
Magnus & Co., Inc.	9892	WBE/DBE	10/30/2005	(626) 294-1030	(626) 294-1031	135 East Huntington Drive	Arcadia, CA 91006
Maureen Erbeznic and Associates	10294	WBE/DBE	6/30/2006	(310) 822-3369	(310) 827-9187	4246 Michael Avenue	Los Angeles, CA 90066
McGraphics Design	9991	WBE/DBE	1/10/2006	(626) 799-2195	(626) 799-6093	1810 Hardison Place, Ste 7	South Pasadena, CA 91030
Media Host Network	9666	MBE/WBE/DBE	6/14/2005	(310) 677-5353	(714) 638-9716	934 N. Cedar St., Ste. 8	Inglewood, CA 90302
Miniutti & Associates	10248	WBE/DBE	6/22/2007	(323) 874-9287	(323) 883-0130	1406 N. Gardner St.	Los Angeles, CA 90046
Professional Business Communication Solution	10112	WBE/DBE	5/31/2006	(714) 596-4600	(714) 596-4601	17011 Beach Blvd.	Huntington Beach, CA 92647
Rauxa Direct, LLC	10192	WBE	12/18/2006	(714) 427-1271	(714) 427-0661	275A McCormick Ave.	Costa Mesa, CA 92626
Southwest Management Consultants	2586	MBE/DBE	11/9/2007	(323) 497-2437	(626) 799-7010	1507 Latchford Avenue	Hacienda Heights, CA 91745
Summit Gifts & News, Inc.	9615	MBE/WBE/DBE	8/24/2005	(626) 449-9052	(626) 584-0151	300 N. Lake Ave.	Pasadena, CA 91101
TSL, Inc.	9409	MBE/DBE	4/21/2006	(213) 388-5510	(213) 388-6355	3275 Wilshire Blvd.	Los Angeles, CA 90010
Tashiro Chol & Associates	9988	MBE/WBE/DBE	8/23/2005	(949) 653-6516	(949) 653-5713	52 Colorado	Irvine, CA 92606
Trims Unlimited, Inc.	9784	WBE	6/28/2005	(323) 939-3008	(323) 934-9635	4525 Wilshire Boulevard	Los Angeles, CA 90010
Urban Solutions LLC	10598	MBE/DBE	1/20/2008	(213) 689-4745	(213) 627-3859	900 Wilshire Blvd, Suite 930	Los Angeles, Ca 90017
Vesta Rea & Associates, LLC	8817	WBE/DBE	8/11/2005	(281) 376-4202	(281) 376-1533	5700 Cypresswood Dr.	Spring, TX 77379
Vicki Torres/Creative Communication	9968	MBE/WBE/DBE	11/15/2005	(818) 997-4180	(665) 775-9722	5733 Natick Avenue	Van Nuys, CA 91411

(421420)cMedical, Dental and Hospital Equipment and Supplie

Drew Medical Supplies, Inc.	8837	MBE	8/3/2005	(310) 523-5144		140 E. Savarona Way	Carson, CA 90746
Euro Asia International	9838	MBE/DBE	10/26/2005	(818) 407-1088	(818) 407-1088	8151-4 Canby Avenue	Reseda, CA 91335-7506
Gardner Medical Specialties	10238	MBE/DBE	6/3/2007	(909) 944-9473	(909) 944-5763	5061 Calypso Court	Alto Loma, CA 91737
Harbin Medical Supply	9547	MBE/DBE	8/29/2005	(562) 220-2888	(562) 220-2891	7310 Adams St.	Paramount, CA 90723
PPI Industrial Corporation	9765	MBE/DBE	5/28/2006	(818) 768-5665	(818) 768-9442	11649 Pendleton St.	Sun Valley, CA 91352
The Safety Store	9458	WBE	2/28/2006	(310) 732-1267	(310) 732-1267	28611 N. Enrose Ave.	Rancho Palos Verdes, CA 90275

(541890) Other Services Related to Advertising

Digerati Media Studio	10288	MBE/DBE	9/6/2006	(213) 253-0599	213-253-0583	923 E. 3rd Street	Ste 302	Los Angeles, CA 90013
Enlace Communications, Inc.	9346	MBE/WBE	12/23/2005	(310) 440-5368	(310) 472-4099	11999 San Vicente Blvd.	Ste. 345	Los Angeles, CA 90049
Professional Business Communication Solution	10112	WBE/DBE	5/31/2006	(714) 596-4600	(714) 596-4601	17011 Beach Blvd.	820	Huntington Beach, CA 92647

Run Date: 4/12/2005

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
 Directory of Minority/Women/Disadvantaged Business Enterprises

Page: 3

Work Category And Company Name	Cert #	Status	Expires	Phone	Fax	Address	City, State, Zip
Promoidea	10089	MBE/WBE/DBE	3/29/2006	(310) 394-0131 (775) 806-4386		937 Third Street 103	Santa Monica, CA 90403
Queen Publicity	10017	MBE/WBE/DBE	2/26/2006	(310) 674-1776 (310) 674-1776		550 W. Regent Street 341	Inglewood, CA 90301
Sity Communications	9017	MBE/DBE	10/18/2006	(310) 477-0229 (310) 208-4170		1521 Beloit Ave. Unit 1	Los Angeles, CA 90025
Trims Unlimited, Inc.	9784	WBE	6/28/2005	(323) 939-3008 (323) 934-9635		4525 Wilshire Boulevard 205	Los Angeles, CA 90010
(541820) Public Relations Agencies							
Amy Levy Public Relations	10124	WBE/DBE	4/27/2006	(310) 207-5577 (310) 207-5585		11693 San Vicente Blvd. Ste. 351	Los Angeles, CA 90049
Broadcast Ink Communications	9783	WBE/DBE	8/15/2005	(818) 957-0913 (818) 957-0917		4919 Ramsdell Avenue	La Crescenta, CA 91214
Catalyst Communications, Inc.	3918	MBE	5/31/2005	(818) 361-7477 (818) 361-7042		12814 Newton St.	Los Angeles, CA 91342
Collaborative Planning	9499	WBE/DBE	7/3/2005	(323) 256-1161 (323) 256-1171		2133 Camorilla Dr.	Los Angeles, CA 90065
CommuniQuest, Inc.	6607	WBE/DBE	5/2/2006	(805) 577-0913 (805) 577-0934		2728 Bitternut Circle	Simi Valley, CA 93065
Convergenz	8810	WBE/DBE	5/27/2005	(818) 761-5688 (818) 761-0024		4407 Cahuenga Blvd.	Toluca Lake, CA 91602
Creative Media Displays of California	10347	MBE/WBE/DBE	12/2/2007	(310) 859-1777 (310) 476-8591		433 North Camden Drive Suite 600	Beverly Hills, CA 90210
Crossroads Services	9266	WBE/DBE	9/8/2005	(213) 687-4967 (213) 687-4968		400 S. Burnside Ave. Bldg 37, #9J	Los Angeles, CA 90036
Dakota Communications	8411	MBE	10/15/2005	(310) 815-8444 (310) 815-9886		2999 Overland Ave. Suite 207-B	Los Angeles, CA 90064
Durazo Communications, Inc.	7048	MBE	10/14/2005	(213) 239-6555 (213) 239-6550		660 S. Figueroa St. #1620	Los Angeles, CA 90017
Estela Lopez Consulting	8447	MBE/WBE/DBE	9/23/2007	(213) 481-0548 (213) 481-0549		1007 Figueroa Terrace Suite A	Los Angeles, CA 90012
Ethos Group, Inc.	10274	MBE/DBE	12/16/2007	(323) 785-2510 (323) 785-2511		1320 N. Wilton Place	Los Angeles, CA 90028
Excalibur Consulting	9602	MBE	11/16/2005	(213) 324-1424 (323) 934-3797		3457 Alsace Ave.	Los Angeles, CA 90016
Figueroa Media Group (FMG)	9529	MBE/DBE	5/17/2006	(213) 612-5217 (213) 622-8590		900 Wilshire Blvd. Ste. 528	Los Angeles, CA 90017
Gabbay & Hart Consulting	10026	WBE/DBE	10/25/2005	(310) 552-3355		9909 Robbins Drive Suite B	Beverly Hills, CA 9012
Garcia-Kirkpatrick Communications	9778	MBE/WBE	10/18/2006	(818) 625-2763 (818) 349-1273		10120 Louise Ave.	Northridge, CA 91325
Greer-Dailey, Inc.	9621	WBE	8/31/2005	(213) 615-1616 (213) 615-1625		500 S. Grand Ave. Ste. 2010	Los Angeles, CA 90071
Henry Woodward Communications	740	WBE	4/15/2007	(310) 546-2926		2108 Grand View Ave.	Manhattan Beach, CA 90266
Hershey Associates	9169	WBE	4/13/2007	(310) 656-1001 (310) 656-0613		1336 5th St.	Santa Monica, CA 90401
Imada Wong Communications Group, Inc.	1004	MBE/DBE	5/17/2006	(213) 622-6513 (213) 627-4476		633 W. 5th St. Ste. 1160	Los Angeles, CA 90071
Jin Woo Communications Group	8972	MBE/WBE/DBE	1/11/2006	(818) 970-7052 (818) 831-9059		19360 Rinaldi St. Ste. 509	Northridge, CA 91326
Kay Cooperman Jue	9785	WBE	6/28/2005	(310) 545-1899 (310) 545-4204		2317 Elm Ave.	Manhattan Beach, CA 90266
Kuba & Associates	3917	MBE/WBE/DBE	7/26/2005	(213) 430-0455 (213) 430-0466		515 South Figueroa Street 321	Los Angeles CA 90071
LAGRANT COMMUNICATIONS	947	MBE	12/10/2005	(323) 469-8680 (323) 469-8683		626 Wilshire Blvd. Ste. 700	Los Angeles, CA 90017-2920
LMZ Communications	9217	WBE	5/6/2005	(818) 505-9170 (818) 505-0019		4928 Bellaire Ave.	Valley Village, CA 91607
Lovejoy Company	8029	WBE	12/10/2005	(818) 238-9000 (818) 238-9921		1425 N. Pass Ave.	Burbank, CA 91505

Date: 4/12/2005 Time: 3:30:44 PM

From: Mayor's Office To: Rachel Paap

Run Date: 4/12/2005

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
 Directory of Minority/Women/Disadvantaged Business Enterprises

Page: 4

Work Category And Company Name	Cert #	Status	Expires	Phone	Fax	Address	City, State, Zip
Magnus & Co., Inc.	9892	WBE/DBE	10/30/2005	(626) 294-1030	(626) 294-1031	135 East Huntington Drive	Arcadia, CA 91006
Murakawa Communications	9764	MBE/WBE/DBE	4/14/2006	(310) 376-2236	(310) 379-3953	1529 Goodman Avenue	Redondo Beach, CA 90278
P.S. Enterprises	405	MBE/DBE	8/29/2005	(310) 393-3305	(310) 260-2553	1750 14th Street Ste. B	Santa Monica, CA 90404
Pinnacle Strategies	10205	MBE/WBE/DBE	4/22/2007	(323) 790-0480	(310) 838-8775	10573 W. Pico Bl. 124	Los Angeles, CA 90064
Queen Publicity	10017	MBE/WBE/DBE	2/26/2006	(310) 674-1776	(310) 674-1776	550 W. Regent Street 341	Inglewood, CA 90301
READY FOR MEDIA	10091	WBE/DBE	5/22/2006	(310) 456-6857	(310) 456-5438	18842 Pacific Coast Highway	Malibu, CA 90265
RL Public Relations & Marketing, Inc.	9774	MBE/WBE/DBE	6/24/2005	(310) 226-8600	(310) 277-1522	1900 Avenue of the Stars, #288	Century City, CA 90067
Red Gate Communications	10149	WBE/DBE	6/6/2006	(818) 508-1986	(818) 783-6485	11769 Canton Place	Studio City, CA 91604
Revelations	9834	WBE/DBE	6/18/2005	(310) 899-6930	(310) 394-7864	921 - 10th Street 201	Santa Monica, CA 90403
Rose & Kindel, Inc.	311	WBE	1/10/2006	(213) 624-1030	(213) 624-0123	900 Wilshire Blvd. Ste. 1030	Los Angeles, CA 90017
SAESHE Advertising, Inc.	9998	MBE/DBE	2/26/2006	(213) 683-2100	(213) 683-2103	1055 W. 7th Street 2150	Los Angeles, CA 90017
Schafer Communications	371	WBE/DBE	12/23/2005	(213) 892-6329	(213) 892-6337	700 S. Flower St. Ste. 1100	Los Angeles, CA 90017
Shirley's PR Works	7142	WBE	4/15/2007	(818) 881-1977	(818) 344-9577	7947 Amestoy Ave.	Van Nuys, CA 91406
Southwest Management Consultants	2586	MBE/DBE	11/9/2007	(323) 497-2437	(626) 799-7010	1507 Latchford Avenue	Hacienda Heights, CA 91745
Stephanie Bradfield	9540	WBE	8/25/2005	(818) 591-9155	(818) 591-9158	24901 Palmilla Drive	Calabasas, CA 91302
Strategy Workshop	8179	MBE/WBE	3/16/2006	(213) 489-3989	(213) 489-5323	900 Wilshire Blvd. Ste. 702	Los Angeles, CA 90017
Susan Gilmore & Associates	9908	WBE	1/11/2006	(323) 663-3658	(323) 666-2341	2343 Cove Avenue Ste. A	Los Angeles, CA 90039-3122
Tashiro Choi & Associates	9988	MBE/WBE/DBE	8/23/2005	(949) 653-6516	(949) 653-5713	52 Colorado	Irvine, CA 92606
The Ramirez Partners, Inc.	9780	MBE	6/5/2005	(213) 817-2000	(213) 817-2001	555 S. Flower St. Ste. 3550	Los Angeles, CA 90071
Tobin & Associates, Inc.	347	WBE	5/19/2005	(213) 856-0827		6565 Sunset Blvd. Ste. 301	Hollywood, CA 90028
Urban Solutions LLC	10598	MBE/DBE	1/20/2008	(213) 689-4745	(213) 627-3859	900 Wilshire Blvd, Suite 930 Suite 930	Los Angeles, Ca 90017
Valencia, Perez & Echeveste	3924	MBE	2/28/2006	(626) 403-3200	(626) 403-1700	1605 Hope St., Suite 250	South Pasadena, CA 91030
Vesta Rea & Associates, LLC	8817	WBE/DBE	8/11/2005	(281) 376-4202	(281) 376-1533	5700 Cypresswood Dr.	Spring, TX 77379
Young Communications Group	5012	MBE/DBE	3/4/2006	(213) 738-9240	(213) 738-9244	672 S. LaFayette Park Pl. Ste. 29	Los Angeles, CA 90057

Date: 4/12/2005 Time: 3:58:22 PM

From: Mayor's Office To: Rachel Paap



**LOS ANGELES MINORITY BUSINESS OPPORTUNITY COMMITTEE
(LA MBOC)**

**Mayor's Office of Economic Development
200 N. Spring Street, M180, Los Angeles, CA 90012
Phone: (213) 978-0671 Fax: (213) 978-0690
Homepage: www.lamboc.org**

To: Rachel Paap	From : Tina Ton
Company : The Sam Simon Charitable Foundat	Voice : (213) 978-0765
Fax Number : 3104579312	Fax Number : (213) 978-0690

Project : Dog and Cat Spay/Neuter Services	
Date : 4/12/2005	Pages: 5

Thank you for your request for business assistance. The LA MBOC serves as a vital resource for minority, women and all other-owned business enterprises (M/W/OBEs). It gathers, promotes and disseminates bid opportunities and offers general business assistance for M/W/OBEs. In particular, the LA MBOC provides contract and procurement information and referrals for capital assistance, bonding/insurance, certification, "good faith" effort, entrepreneurial training, management and technical assistance and international trade.

The LA MBOC also partners with other agencies to host a wide range of educational forums, workshops, seminars and trade fairs.

Thank you again for contacting the Los Angeles Minority Business Opportunity Committee.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St., Suite 1300
Los Angeles, CA 90014
213.847.6480

Fax

To: *Rachel Paop.*
Sam Simm Jr. From: *Linda Cruz*
Fax: *310 457 9312* Pages: *1*
Phone: Date: *4/29/05*
Re: *DBE Directory* CC: *For Dog & Cat Spay/Neuter Services*

Urgent. For Review Please Comment Please Reply Please Recycle

● Comments: This fax is in response to your request for a list of certified DBE, MBE, or WBE firms for bidding on a project. Following are instructions for searching the current list from the Internet:

Visit www.lacity.org/bca

Click the link on the left for "Office of Contract Compliance"

Under #3 "Central Certification Administration" click on DBE/MBE/WBE Directory

From this page you can search for DBE/MBE/WBE certified firms, either by NAICS code or by description. If you need further assistance obtaining listings for certified firms, please do not hesitate to contact our office.



CITY HALL
LOS ANGELES, CALIFORNIA 90012

JAMES K. HAHN
MAYOR

April 15, 2005

Rachel Paap
The Sam Simon Charitable Foundation
6070 Ramirez Canyon Road
Malibu, CA 90265

To Whom It May Concern:

The company above contacted the Los Angeles Minority Business Opportunity Committee (LA MBOC) in the Mayor's Office of Economic Development on 4/11/2005 and was given a list of MBE/WBE/DBEs to assist with the outreach requirements of the City of Los Angeles' respective MBE/WBE/OBE and DBE programs.

There are ten steps to the City's "Good Faith Effort" policy and certain time guidelines must be met in accordance with the policy. Other agencies utilize similar "Good Faith Effort" policies. The LA MBOC has hereby assisted the aforementioned company with one component of the "Good Faith Effort" for the following project:

Project: Dog and Cat Spay/Neuter Services
Location: Los Angeles
Owner: City of Los Angeles
Bid Date: 4/29/2005

If you have any questions, please contact Tina Ton at (213) 978-0677

Sincerely,

A handwritten signature in black ink that reads 'Karen Blackwell'. The signature is written in a cursive, flowing style.

Karen Blackwell, Assistant Deputy Mayor and LA MBOC Director
Minority Business Opportunity Committee
Mayor's Office of Economic Development



PROOF OF PUBLICATION AFFIDAVIT
(2015.5 C.C.P.)

.....
REQUEST FOR SUB-BIDS
.....

STATE OF CALIFORNIA,
County of Los Angeles,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

Daily News

a newspaper of general circulation, printed and published 7 times weekly in the Cities of Los Angeles, Burbank & San Fernando, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by Superior Court of the County of Los Angeles, State of California, under the date of May 26, 1983, Case Number Adjudication #C349217; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:.....

APRIL 13.....

all in the year 20 05.....

I certify (or declare) under penalty of perjury that the forgoing is true and correct.

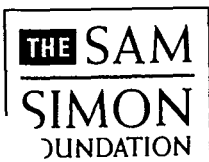
Dated at Woodland Hills,

California, this 13th day of APRIL, 20 05.....

(DAILY NEWS)
REQUEST FOR SUB-BIDS
 Request for Sub-bids in Veterinary services from qualified MBE/WBE/OBE/DBE subcontractors/subconsultants for City of Los Angeles Dept. of Animal Services Protect, Dog and Cat Spay/Neuter services. We will assist in obtaining bonds, lines of credit and insurance. Reply to: The Sam Simon Charitable Foundation, C/O 15232 Ventura Blvd, Suite 404, Sherman Oaks, CA 91403 Phone: 310-457-5898 Fax: 310-457-9312 Contact: Rachel Poop
 Publish April 13, 2005

Joseph White

Signature



ADVERTISEMENT:

REQUEST FOR SUB-BIDS

Request for Sub-bids in veterinary services from qualified MBE/WBE/OBE/DBE subcontractors/subconsultants for:

City of Los Angeles Dept. of Animal Services

Project: Dog and Cat Spay/Neuter services.

We will assist in obtaining bonds, lines of credit and insurance.

Reply to: The Sam Simon Charitable Foundation

C/o 15233 Ventura Blvd. Suite 404 Sherman Oaks, CA 91403

Phone: 310-457-5898, Fax: 310-457-9312 Contact: Rachel Paap

OFFICE

310.457.5898

FAX

310.457.9312

6070 Ramirez
Canyon Road

Van Nuys,
California 90265

Main Identity

From: "Rachel S. Paap" <rachel@samsimonfoundation.org>
To: <garciael@metro.net>; <juradop@metro.net>
Sent: Monday, April 11, 2005 12:48 PM
Subject: Request for MBE/WBE List

Your emails were forwarded to me to request the MBE/WBE directories for listings of certified MBE/WBE firms.

We are seeking sub-contracto bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. We will assist in obtaining bonds, lines of credit and insurance.

Please either email or fax the directories to:

310-457-9312

Sincerely,

Rachel Paap
Director of Community Programs
The Sam Simon Foundation
323-459-9722
www.samsimonfoundation.org

4/11/2005



April 1, 2005

VIA FACSIMILE

LA County Metropolitan Transportation Authority
 Equal Opportunity Department
 1 Gateway Plaza
 Los Angeles, CA 90012

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured.

Please feel free to contact us for further information. Please fax or mail the directories to:

Rachel Paap, Director of Community Programs
 6070 Ramirez Canyon Road
 Malibu, CA 90265
 FAX: 310-457-9312

Sincerely yours,

Rachel Paap

Director of Community Programs

Please email us to get W/MBE List

GARCIAEL@METRO.NET or
JURADOP@METRO.NET

310.457.5898

310.457.9312

6070 Ramirez
 Canyon Road

Malibu,
 California 90265

April 1, 2005

VIA FACSIMILE

Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St. Suite 1300
Los Angeles, CA 90014

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

Sincerely yours,



Rachel Paap
Director of Community Programs

OFFICE
310.457.5898

FAX
310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

SENDING CONFIRMATION

ATE : APR-5-2005 TUE 20:02
NAME : THE SAM SIMON FOUNDATION
TEL : 3104579312

PHONE : 12138475566
PAGES : 1/1
START TIME : APR-05 20:01
ELAPSED TIME : 00' 22"
MODE : ECM
RESULTS : OK

FIRST PAGE OF RECENT DOCUMENT TRANSMITTED...



April 1, 2005

VIA FACSIMILE

Bureau of Contract Administration
Office of Contract Compliance
600 S. Spring St. Suite 1300
Los Angeles, CA 90014

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

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Please feel free to contact us for further information. Please fax or mail the directories to:

Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90263
FAX: 310-457-9312

310 457 5688
310 457 9312

Sincerely yours,

Rachel Paap
Director of Community Programs

6070 Ramirez
Canyon Road
Malibu,
California 90263

www.SamSimonFoundation.org



April 1, 2005

VIA FACSIMILE

LA County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE
310.457.5898

FAX
310.457.9312

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Rachel Paap".

Rachel Paap
Director of Community Programs

6070 Ramirez
Canyon Road

Malibu,
California 90265

SENDING CONFIRMATION

ATE : APR-5-2005 TUE 20:04
NAME : THE SAM SIMON FOUNDATION
TEL : 3104579312

PHONE : 12139227660
PAGES : 1/1
START TIME : APR-05 20:03
ELAPSED TIME : 00' 21"
MODE : ECM
RESULTS : OK

FIRST PAGE OF RECENT DOCUMENT TRANSMITTED...



April 1, 2005

VIA FACSIMILE

LA County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

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Please feel free to contact us for further information. Please fax or mail the directories to:

Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

310 457 5898

310 457 9312

6070 Ramirez
Canyon Road
Malibu,
California 90265

Sincerely yours,


Rachel Paap
Director of Community Programs



April 1, 2005

VIA FACSIMILE

State of California, Transportation
Civil Rights Group
120 S. Spring St.
Los Angeles, CA 90012

To Whom It May Concern:

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in obtaining current copies of MBE/WBE directories for listings of certified MBE/WBE firms.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE
310.457.5898

FAX
310.457.9312

Sincerely yours,

A handwritten signature in black ink, appearing to read "Rachel Paap".

Rachel Paap
Director of Community Programs

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sending Confirmation

Date : APR-11-2005 MON 13:37
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	19163241949
Pages	:	1
Start Time	:	04-11 13:36
Elapsed Time	:	00'28"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Mario Marin, Director
Mayor's Office of Economic Development
Los Angeles Opportunities For Procurement And Services
200 N. Spring St., M-175A
LA, CA 90012

Dear Mr. Marin,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

Please feel free to contact us for further information. Please fax or mail information to:

Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE

310.457.5898

FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sincerely yours,



Rachel Paap
Director of Community Programs

Sending Confirmation

Date : APR-11-2005 MON 13:43
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	12139780690
Pages	:	1
Start Time	:	04-11 13:42
Elapsed Time	:	00'27"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Charleen Wakolee, Management Consultant
National Center for American Indian Enterprise Development
11138 Valley Mall, Suite 200
El Monte, CA 91731

Dear Ms. Wakolee,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE

310.457.5898

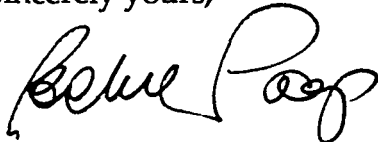
FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sincerely yours,



Rachel Paap
Director of Community Programs

Sending Confirmation

Date : APR-11-2005 MON 13:46
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	16264427115
Pages	:	1
Start Time	:	04-11 13:45
Elapsed Time	:	00'27"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Gladys Hurtado, Procurement Officer Director
Latin Business Association
5400 E. Olympic Blvd., Suite 130
LA, CA 90022

Dear Ms. Hurtado,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE

310.457.5898

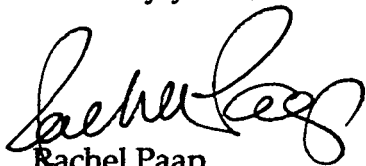
FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu, California 90265

Sincerely yours,



Rachel Paap

Director of Community Programs

Sending Confirmation

Date : APR-11-2005 MON 13:48
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	7225050
Pages	:	1/1
Start Time	:	04-11 13:47
Elapsed Time	:	00'26"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Earl "Skip" Cooper, II
Black Business Association
5444 Crenshaw Blvd., 2nd Fl
LA, CA 90043

Dear Mr. Cooper II,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

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Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE

310.457.5898

FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sincerely yours,



Rachel Paap
Director of Community Programs

Sending Confirm

Date : APR-11-2005 MON 13:51
Name : R PAAP SANSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	2919234
Pages	:	1/1
Start Time	:	04-11 13:50
Elapsed Time	:	00'38"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Dee Castro, Administrative Assistant
Asian Business Association
1111 Corporate Center Drive, Suite 305B
Monterey Park, CA 91754

Dear Ms. Castro,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

Please feel free to contact us for further information. Please fax or mail information to:

Rachel Paap, Director of Community Programs
6070 Ramirez Canyon Road
Malibu, CA 90265
FAX: 310-457-9312

OFFICE

310.457.5898

FAX

310.457.9312

6070 Ramirez
Canyon Road

Malibu,
California 90265

Sincerely yours,



Rachel Paap
Director of Community Programs

Sending Confirmation

Date : APR-11-2005 MON 13:52
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	2648188
Pages	:	1/1
Start Time	:	04-11 13:52
Elapsed Time	:	00'26"
Mode	:	ECM
Result	:	Ok

April 11, 2005

VIA FACSIMILE

Angela B. Winston, Associate Director
National Association of Women Business Owners
404 South Figueroa St., Suite 204
LA, CA 90071

Dear Ms. Winston,

With regard to the City of Los Angeles RFP for Dog and Cat Spay/Neuter Services, The Sam Simon Charitable Foundation requests assistance in recruiting MBE's, WBE's and OBE's.

We are seeking sub-contractor bids to provide veterinarian services. We require a minimum experience level of 4 years. The Sam Simon Charitable Foundation operates a mobile spay & neuter clinic and is looking for veterinarian services experienced with high-volume sterilization surgeries. Our mobile clinic is state-of-the art, and fully insured. We will assist in obtaining bonds, lines of credit and insurance.

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6070 Ramirez
Canyon Road

Malibu,
California 90265

Sincerely yours,



Rachel Paap
Director of Community Programs

Sending Confirmation

Date : APR-11-2005 MON 13:54
Name : R PAAP SAMSIMON FOUNDATION
Tel. : 323 572 2099

Phone	:	12136226659
Pages	:	1/1
Start Time	:	04-11 13:53
Elapsed Time	:	00'49"
Mode	:	ECM
Result	:	Ok



The Sam Simon Foundation

Proposal

DOG AND CAT SPAY/NEUTER SERVICES

City of Los Angeles

Department of Animal Services

EXHIBIT 9

Child Care Declaration Statement

Exhibit 9

CITY OF LOS ANGELES VENDOR CHILD CARE POLICY PROGRAM CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Sam Simon Charitable Foundation 310-457-5898
Business Name Telephone No.
15233 Ventura Blvd #404 Sherman Oaks CA 91403
Business Address
[Signature] Director of Community Programs
Signature Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? YES NO
If YES, please attach a copy

Part Two
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? YES NO
If YES, please check which from(s) of assistance

Level I Assistance

Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>

Level II Assistance

Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>

Level III Assistance

Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>

Other: (Describe) _____

I HAVE READ AND COMPLETED:

(Signed)
For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: _____ Expiration Date: _____



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 10

**Form D –
Business Experience and Qualifications**

BUSINESS ENTITY INFORMATION

DESCRIPTION OF THE BUSINESS ENTITY

Attach an organization chart, if appropriate. Please provide a listing of all of your firm's current operations similar to proposed canvassing contract proposal in the Southern California area.

A. SOLE PROPRIETORSHIP

Name in full _____

B. PARTNERSHIP (Attach a complete copy of the Partnership Agreement.)

Date of Organization _____

General Partnership _____ / Limited Partnership _____

Statement of partnership recorded? Yes _____ Date _____ / No _____

Has the partnership done business in southern California? Yes _____ / No _____
When? _____

Name, Address, and partnership share of each general/limited partner:

Name	Address	Share	Limited (L) General (G)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. JOINT VENTURE (Attach a complete copy of the Joint Venture Statement.)

Date of Organization _____

Joint venture agreement recorded? Yes _____ Date _____ / No _____

When? _____

Name and address of each Joint Venturer:

Name	Address
_____	_____
_____	_____
_____	_____

D. CORPORATION (Attach a Corporate Resolution indicating the parties authorized to contact on behalf of the corporation. The Corporate Resolution must contain the corporate seal and be certified by the Secretary of the corporation.)

Complete the following Corporation Statement.

The Sam Simon Charitable Foundation is
a trust.

CORPORATION STATEMENT

Does not apply

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California? Yes _____ No _____
4. The corporation is held: Publicly _____ Privately _____
5. If publicly held, how and where is the stock traded? _____

6. List the following:

	Authorized	Issued	Outstanding
a. Number of voting shares	_____	_____	_____
b. Number of non-voting shares	_____	_____	_____
c. Number of shareholders	_____		
d. Value per share of common stock:	Par	\$ _____	
	Book	\$ _____	
	Market	\$ _____	

7. Furnish the name, title, address, and number of voting and non-voting shares of stock held by each officer and director of the corporation. In addition, provide the name and address of the shareholder who is not an officer or director but owns the largest number of voting shares of stock in the corporation and the name and address of the shareholder who is not an officer or director but owns the largest number of non-voting shares of stock in the corporation.

If business entity is a publicly held corporation, submit the most current Annual Report.

Form D - Business Experience and Qualifications

INDIVIDUAL INFORMATION

Individuals, partners, members of joint ventures, and officers of corporations must each complete all the Individual Information pages of this Form D that includes the Personal History and Work Experience sections and the business entity information sections. Use additional sheets if necessary to fully answer the questions.

PERSONAL HISTORY

Legal Name SAM SIMON, Samuel Simon
Business Address 15233 Ventura Blvd. Ste 404 Sherman Oaks CA 91403 Telephone 310-457-5898

Have you ever had a bond or surety canceled or forfeited? Yes No If yes, state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture: _____

Have you ever pled guilty or no contest to or been convicted of committing any crime (other than minor traffic violations)? Yes No If yes, state dates, violations, and locations: _____

Have you or your spouse, or any business in which you were an officer or which you owned or had an interest in, ever declared bankruptcy, been declared insolvent or bankrupt or filed for bankruptcy or reorganization under Federal or State laws? Yes No If yes, state date, court jurisdiction, amount of liabilities and amount of assets: _____

Are you currently involved in any pending litigation? Yes No If yes, state court jurisdiction and case file number: _____

I hereby certify that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief; and I understand and agree any misstatement or omission of material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the City of Los Angeles.

4-25-05
Date

Samuel Simon
Signature

Form D - Business Experience and Qualifications

Work Experience

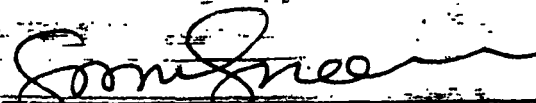
Describe in detail the duration and the extent of your business experience with special emphasis on your experience in the management and operation of a canvassing business, the size of the business (annual gross revenues), and your title and function.

AUTHORIZATION TO RELEASE INFORMATION (GENERAL)

I hereby authorize the release of all financial and credit information and/or verification of employment to the City of Los Angeles, Department of Animal Services, as said items relate to my interest in securing a contract with the CITY. This form may be reproduced or photocopied to be utilized as my consent to release financial and credit information or employment verification.

Sam Simon

Print Name Here



Signed



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 11

Contractor Responsibility

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

The Sam Simon Charitable Foundation, 15233 Ventura Blvd, Suite 1100, Sherman Oaks, CA
Company Name, Address and Phone Number 91403

Signature of Officer or Authorized Representative

Date

Rachel Raap

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number (if applicable) and Project Title		

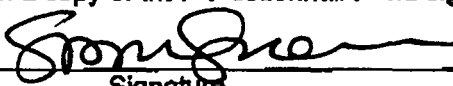
BIDDER/CONTRACTOR INFORMATION

The Sam Simon Charitable Foundation			
Bidder/Proposer Business Name			
15233 Ventura Blvd., Sherman Oaks	CA	91403	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title		Date
	Signature	5-25-05

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE - See Attachment "A"

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed.
Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years.
Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 2 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date. See Attachment "B"

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Sam Simon, Founder
Print Name, Title

Sam Simon
Signature

5-25-05
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

The Sam Simon Charitable Foundation is a Trust. Sam Simon is both the sole grantor and sole trustee of The Sam Simon Charitable Foundation. The Sam Simon Charitable Foundation has qualified as a "private Operating Foundation" within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

Answer to Question 9

The Sam Simon Charitable Foundation has been providing spay/neuter services in various locations throughout greater Los Angeles for the last year.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 12

Contractor Evaluation Program

ATTACHMENT 1

Contractor Evaluation Program RFP Language

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.



The Sam Simon Foundation
Proposal
DOG AND CAT SPAY/NEUTER SERVICES
City of Los Angeles
Department of Animal Services

EXHIBIT 13

Slavery Disclosure Ordinance

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the City Administrative Officer, Contractor Enforcement Section located at 200 North Main Street, Room 1240, Los Angeles, California 90012. Phone: (213) 978-7650; Fax: (213) 978-7616. On the internet at www.lacity.org/cao/contractor_enforcement.

City Department Awarding Agreement Animal Services Department Contact Person Howard Ellis

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Rachel Poap, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Sem Simon Foundation
 Company Name
40 15233 Ventura Blvd. Sherman Oaks CA 91403
 Street Address City State Zip

3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
 If "NO" complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in 2003 (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on April 25, 2005 at Los Angeles, CA
 Signature: Rachel Poap Title: Director of Community Programs
(Date) (City) (State)

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Contract Enforcement Section of the Office of the City Administrative Officer.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries
relative to this matter
refer to File No.

01-0197-S2

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

PLACE IN FILES

APR 27 2004

DEPUTY

April 22, 2004

City Administrative Officer
Chief Legislative Analyst
Department of Animal Services
Board of Animal Services Commissioners

RE: DEPARTMENT OF ANIMAL SERVICES REQUEST FOR PROPOSAL TO OPERATE A MOBILE
SPAY AND NEUTER VAN

At the meeting of the Council held April 21, 2004, the following
action was taken:

Attached report adopted.....	_____ X _____
Attached motion adopted().....	_____
Attached resolution adopted().....	_____
Motion adopted to approve attached report.....	_____
Motion adopted to approve attached communication.....	_____
To the Mayor FORTHWITH.....	_____
Mayor failed to act - deemed approved.....	_____
Findings adopted.....	_____
Mitigated Negative Declaration adopted.....	_____
Categorically exempt.....	_____
Generally exempt.....	_____
EIR certified.....	_____

City Clerk /
dng

wh
4/27/04

15

4/21

File No. 01-0197-S2

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your **PUBLIC SAFETY** Committee

reports as follows:

Public Comments: Yes No
XX

PUBLIC SAFETY COMMITTEE REPORT relative to Department of Animal Services Request for Proposal (RFP) to operate a mobile spay and neuter van.

Recommendation for Council action:

AUTHORIZE the Department of Animal Services to release a Request for Proposal (RFP) to operate a mobile spay and neuter van.

Fiscal Impact Statement: The Department of Animal Services reports that the continuation of this program is dependent upon availability of \$1.5 million in funding over three fiscal years (2004-05 through 2006-07).

Summary:

In a report dated March 24, 2004, the Department of Animal Services reports that the Board of Animal Services Commissioners, at its regular meeting on March 22, 2004, approved a draft RFP to operate a mobile spay and neuter van. On March 26, 2002, a three-year contract was entered into between the City and the Spay and Neuter Assistance Program (SNAP) to operate a mobile spay and neuter van. The mobile van program was created to support the Pet Overpopulation Ordinance and to provide free spay and neuter surgeries for the dogs and cats of City residents with low-income levels, who may not have the financial resources to pay for the sterilization themselves. The contract is now in its third and final year and will expire on March 25, 2005.

The Department report states that the van has traveled through the City, from Sylmar to San Pedro, five days a week and over 6,000 successful sterilizations have been performed. Community response has been overwhelming, particularly in the South Los Angeles area where veterinarians are not conveniently located. The only major change to the new RFP will be a requirement for the contractor to perform a minimum of 4,000 surgeries per year.

At its regular meeting on April 12, 2004, the Public Safety Committee discussed this matter and concurred in the Department's recommendation to approve the release of the RFP.

This matter is now being forwarded to Council for consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Cristy Michalowski
Evel P. Reyes
Bernard C. Lahn

<u>MEMBER</u>	<u>VOTE</u>
MISCIKOWSKI	YES
REYES	YES
PARKS	YES
WEISS	YES
ZINE	YES

AB
4-13-2004

Rept
ADOPTED

APR 21 2004

LOS ANGELES CITY COUNCIL

COUNCIL VOTE

Apr 21, 2004 10:21:28 AM, #1

Items for Which Public Hearings Have Been Held - Items 7- 21

Voting on Item(s): 9-21

Roll Call

CARDENAS	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
LABONGE	Yes
LUDLOW	Absent
MISCIKOWSKI	Yes
PARKS	Absent
PERRY	Yes
REYES	Yes
SMITH	Yes
VILLARAIGOSA	Absent
WEISS	Absent
ZINE	Yes
*PADILLA	Yes

Present: 11, Yes: 11 No: 0

**PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION**

Council File No. _____

- | | | |
|-------------------------------------|--|-----------------|
| <input type="checkbox"/> | Council Member(s) _____ | |
| <input type="checkbox"/> | Mayor (with/without file) | (Mail Stop 370) |
| <input checked="" type="checkbox"/> | City Administrative Officer | (Mail Stop 130) |
| <input type="checkbox"/> | City Attorney / <i>CITY ATTY w/ BLUE SHEET</i> | (Mail Stop 140) |
| <input checked="" type="checkbox"/> | Chief Legislative Analyst | (Mail Stop 136) |
| <input type="checkbox"/> | Controller | (Mail Stop 183) |
| <input type="checkbox"/> | Personnel Department | (Mail Stop 391) |
| <input type="checkbox"/> | Police Department | (Mail Stop 400) |
| <input type="checkbox"/> | Board of Police Commissioners | (Mail Stop 400) |
| <input type="checkbox"/> | Fire Department | (Mail Stop 250) |
| <input type="checkbox"/> | Board of Fire Commissioners | (Mail Stop 250) |
| <input checked="" type="checkbox"/> | <i>Services</i>
Department of Animal Regulation | (Mail Stop 105) |
| <input checked="" type="checkbox"/> | <i>Service</i>
Board of Animal Regulation Commissioners | (Mail Stop 105) |
| <input type="checkbox"/> | Dept. of Building and Safety | (Mail Stop 115) |
| <input type="checkbox"/> | Board of Building and Safety Commissioners
Building Advisory Appeal Board | (Mail Stop 115) |
| <input type="checkbox"/> | Department of Social Service | (Mail Stop 700) |
| <input type="checkbox"/> | Board of Social Service Commissioners | (Mail Stop 700) |
| <input type="checkbox"/> | _____ | |
| <input type="checkbox"/> | _____ | |

 BOARD OF ANIMAL SERVICES COMMISSIONERS

PAUL JOLLY
PRESIDENT

KATHLEEN RIORDAN
VICE PRESIDENT

KEN METZ

ALEXANDER F. RUBALCAVA

City of Los Angeles CALIFORNIA



JAMES K. HAHN
MAYOR

DEPARTMENT OF ANIMAL SERVICES
419 South Spring Street
14th Floor
Los Angeles, CA 90013
(213) 473-8253
FAX (213) 473-7511

JERRY GREENWALT
GENERAL MANAGER

March 24, 2004

The Honorable Cindy Miscikowski
Chair, Public Safety Committee
200 North Spring Street, Room 395
Los Angeles, California 90012

Attention: Adrienne Bass, Legislative Assistant

RE: REQUEST THE CITY COUNCIL TO RELEASE A REQUEST FOR PROPOSAL TO OPERATE A MOBILE SPAY AND NEUTER VAN

Dear Chairperson Miscikowski:

Summary:

At its meeting of March 22, 2004, the Board of Animal Services Commissioners reviewed a draft of the Request for Proposal (RFP) to operate a mobile spay and neuter van and directed the General Manager to forward the RFP to the City Council for its review and approval.

On March 26, 2002 a three-year contract was entered into between the City of Los Angeles (City) and the Spay and Neuter Assistance Program (SNAP) to operate a mobile spay and neuter van (van). The mobile van program was created to support the Pet Overpopulation Ordinance and to provide free spay and neuter surgeries for dogs and cats of residents of the City within low-income levels, who may not have the resources to pay for the sterilization themselves. The contract is now in its third and final year and expires on March 25, 2005.

Since the program started, the van has traveled throughout the City, from Sylmar to San Pedro, five days a week. Over 6,000 successful sterilizations have been performed. This number includes over 3,300 dogs and 2,800 cats, with over 3,200 of these animals being females. Keeping in mind that one cat and her offspring can produce 420,000 cats in seven years and one female dog and her offspring can produce 67,000 dogs in six years, the van has prevented the possibility of having more than eight million additional dogs and cats in the City in a six to seven year period.

RECEIVED
CITY CLERK'S OFFICE
2004 MAR 26 AM 11: 27
CITY CLERK
BY _____
DEPUTY

AN EQUAL EMPLOYMENT OPPORTUNITY—AFFIRMATIVE ACTION EMPLOYER

PUBLIC SAFETY

Visit our website at www.LAAnimalServices.com

MAR 30 2004

The response in the communities that the van has served has been overwhelming, particularly in the south Los Angeles area where veterinarians are not conveniently located. The City continues to be the only city government that offers its low-income residents free sterilizations for their animals five days a week.

The only major change to the new RFP will be a requirement for the contractor to perform a minimum of 4,000 surgeries a year.

Recommendations:

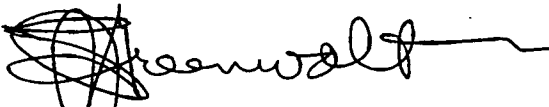
That the Los Angeles City Council authorize the Department of Animal Services to release a Request for Proposal to operate a mobile spay and neuter van.

Fiscal Impact:

The continuation of this program is dependent upon availability of \$1.5 million in funding over three fiscal years (2004-05 through 2006-07)

Please feel free to contact me or Ms. Regina Adams, Assistant General Manager, at (213) 473-8253 with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Greenwalt", with a large, stylized initial "G" on the left side.

JERRY GREENWALT
General Manager

Attachment

CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

REQUEST FOR PROPOSAL

DOG AND CAT SPAY/NEUTER SERVICES

I. **D** INTRODUCTION

A. **P**URPOSE

The City of Los Angeles (City), Department of Animal Services (Department), is seeking proposals from a Contractor to operate a mobile spay/neuter van to provide spay/neuter surgeries for dogs and cats brought to the van by City residents in low-income areas of the City.

This program is contingent on the City providing the appropriate funding. The surgeries will be provided at no cost to the pet owner and will be paid for by the City. The Contractor may lease a fully equipped mobile spay/neuter van from the non-profit foundation known as The Coalition of Pets and Public Safety (CPPS) or provide its own van. Information on leasing the CPPS van will be provided at the Bidders' Conference.

B. **A** BACKGROUND

Spay/Neuter of Dogs/Cats from the Mobile Spay/Neuter Van:

The City is funding a program whereby low-income Los Angeles residents may receive free spay/neuter surgeries from a mobile spay/neuter van that will travel to and temporarily locate, on a daily basis, in areas near where they live. The City will designate neighborhoods and areas where the mobile spay/neuter van will provide these services. The Contractor will be required to provide the mobile spay/neuter van. The Contractor may lease a mobile spay/neuter van, as noted above. Information on leasing the CPPS van will be provided at the Bidders' Conference. The number of mobile spay/neuter van services to be performed under the proposed agreement is estimated at a minimum of 4,000 to a maximum of 5,000 per year.

C. **T** DEFINITIONS OF TERMS

1. City - City of Los Angeles, or any office, Department, or agency of the City of Los Angeles.
2. Contract - The contract or agreement between the City and Proposer resulting from

the RFP and negotiated provisions.

3. Contractor - The successful Proposer to which a contract has been awarded to perform all or a portion of the work described herein.
4. Department - Department of Animal Services
5. General Manager - The General Manager of the Department of Animal Services, or his authorized representative, acting as an agent of the City.
6. Proposer - An entity submitting a proposal to perform the services described herein.
7. Pet Owner - The person who owns the dog or cat.
8. RFP - Request for proposal.
9. Resident - The residents of the City of Los Angeles.

D. QUALIFICATIONS

To qualify for a contract to operate the a mobile spay and neuter unit for the City, the Proposer must:

1. Possess previous experience, or have principals in the organization who possess previous experience in high volume spay/neuter operations.
2. Be capable of setting up, staffing, and performing the volume of surgical sterilizations on dogs and cats required by the Department on a weekly basis to meet the minimum of 4,000 to a maximum of 5,000 surgeries annually from the mobile spay/neuter van. Proposals exceeding the maximum number noted above, also will be considered.
3. Outline available financial resources and references that indicate proposer's capability of performing the services required under the contract.
4. Provide a list of references for the last five years.
5. Be capable of participating in providing free spay/neuter surgeries, of dogs and cats eight weeks of age or older, to low-income residents, in areas of low income, from a mobile spay/neuter van.
6. Have a licensed staff including veterinarians and registered veterinarian technicians that are licensed by the California Board of Veterinary Examiners.

7. Maintain current licenses from the Board of Consumer Affairs, the Drug Enforcement Administration (DEA), and any other regulatory agencies requiring licensure. This will include, but not be limited to, premise license for the mobile spay/neuter van. All licenses requiring display will be displayed in a designated area of the van, as prescribed by law.
8. Provide and maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the General Manager and the senior staff of the Department at the inception of the contract and at all times during its term. The Contractor shall post this protocol in a public area at all times.

II. SERVICES TO BE PROVIDED

A. SURGICAL PROCEDURES

1. The Contractor shall perform approved surgical sterilizations (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with AVMA guidelines and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older, presented at the mobile spay/neuter van which will be located in the various areas designated by the City.
2. Spay/neuter surgeries must be performed a minimum of 5 days a week between hours of 7:00 a.m. to 6:00 p.m. at the mobile spay/neuter van.
3. The Contractor shall perform pre-surgical physical examinations on animals presented by their owners to determine if an animal is qualified for surgical sterilization. The guidelines for acceptance or rejection of animals are, but are not limited to:
 - a. Animals that are pregnant or "estrus" may be surgically sterilized at the discretion of the veterinarian.
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee assumed by the Contractor.
 - d. Animals of advanced age may require pre-surgical, geriatric blood screening.

B. EMERGENCY MEDICAL TREATMENT

1. A person qualified under the California Veterinary Practice Act shall be available to clients twenty-four hours a day for post- surgical inquiries and/or complications related to sterilization surgery. They shall be equipped with a pager and have readily available phone communication.

D

2. The Contractor shall monitor all animals for post-surgical complications. The Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner.

R

3. The Contractor will provide appropriate medical treatment to animals in the event of medical emergencies, in the care and control of the Contractor, that are not related to surgical sterilizations. The Contractor will stabilize the animal for transportation to a private veterinary hospital at no additional cost to the City or the pet owner.

Charges for medical emergency treatments (not surgically related) at referred veterinary hospitals, in addition to stabilization, may be made to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification. All such additional billing charged to pet owners shall be reported by the Contractor to the City contract administrator, in writing within 30 days, after the animal is released from treatment.

A

C. CARE OF ANIMALS

1. Care of animals in the custody of the Contractor shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animals have recovered sufficiently.

F

2. Animals unclaimed by owner(s) shall be impounded by the Department at the end of the business day, after reasonable efforts to contact the pet owner.

D. DISCHARGE

All animals shall be released the day of surgery to their owners, or to the Department, with post-operative written instructions, including emergency phone numbers. Should complications arise, the Contractor shall retain responsibility and care for the animal until the complication(s) is abated.

T

E. PUBLIC OUTREACH

The Contractor shall provide a public outreach program to advertise spay/neuter services from the mobile spay/neuter van. The outreach plan must be included in the proposal. The plan must speak specifically to how the Contractor will advertise and arrange for spay/neuter surgeries in the low-income areas of the city to be visited by the mobile spay/neuter van.

III. **D** GENERAL CONTRACT PROVISIONS

A. SCOPE OF CONTRACT

The Proposer must submit a proposal to operate a mobile spay/neuter van in areas designated by the City.

B. **R** PRICES, SERVICES AND PAYMENT

1. Prices - The City requests that the Proposer quote one cost (fee) per surgery. Prices (fees) may be broken down by type and weight, e.g., cat, dog, spay or neuter. However, the city prefers that only one cost (fee) for all types of spay/neuter surgeries be quoted. The prices (fees) stated in the proposal shall be valid for one year from the date the contract is executed;
2. Price Increases – Any increase in price(s) is subject to the written approval of the General Manager before they may become effective. Requests for price increase will be effective after thirty (30) days once granted by the General Manager.
3. Other Services - In addition to the required services as stated herein, the Contractor may offer other veterinary services to the public provided they are described in the proposal and approved by the General Manager, in writing, and conform to the above price requirements. Service(s) may be provided to all residents of the City. Except for emergencies, the City spay/neuter surgeries and affordable-fee (low cost) spay/neuter surgeries will take precedence over other veterinary services.

The City may occasionally require the Contractor to conduct Wellness Clinics (vaccine clinics) with the mobile spay/neuter van throughout the City and to provide veterinary services at prices approved by the General Manager.

4. Payment: The Contractor may invoice the city once every thirty (30) days for the total cost of surgeries completed from the mobile spay/neuter van. Only surgeries on pets of City residents will be paid.

C. COMPLIANCE

1. The Contractor shall comply with the State of California VETERINARY MEDICINE, SURGERY AND ANIMAL HEALTH TECHNOLOGY standards and follow all rules and regulations of the Business and Professions Code in all functions and activities related to the contract. The Contractor shall also observe the provisions of the State of California Veterinary Medical Practice Act.

D 2. The Contractor shall obtain and maintain in good standing all licenses and permits required to perform the services under the contract.

3. The Contractor shall ensure that all staff maintain and display appropriate professional licenses in good standing.

4. The Contractor shall not employ any licensed veterinarian or registered veterinary technician who has received a citation, corrective action, or disciplinary action from the California Veterinary Board of Medical Examiners or a comparable out-of-state agency.

5. The Contractor shall conduct business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State, and Federal Governments.

6. The Contractor shall work under the Quality Assurance Program as designed by the Department.

7. The Contractor shall provide a manager who will oversee the operations of the mobile spay/neuter van to assure compliance with all requirements.

D. TERM OF THE CONTRACT

The City is seeking a three-year contract. The Proposer may offer alternative contract terms and renewal options as well. The City may for its own convenience terminate the contract at any time upon a 30 day written notice to the Contractor.

E. INDEPENDENT CONTRACTOR

The Contractor and his or her employees and/or agents shall be independent from the Department and City. The services provided under the contract shall be provided as a separate and private operation. The Contractor and his or her employees and/or agents shall not represent themselves as being employed by the Department or City.

All parties hereto will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party

shall not be deemed or construed to be the employees or agents of another party for any purpose whatsoever nor shall the Department exercise any control or direction over the methods by which the Contractor performs its professional responsibilities. The Contractor shall perform its professional responsibilities in a competent, efficient and professional manner in accordance with accepted veterinary practice and consistent with the standards of the American Veterinary Medical Association.

F. COST OF SUPPLIES, SERVICES AND PERSONNEL

D The cost of setting up, staffing (veterinary, managerial, animal care and clerical), maintaining and performing related services under the contract shall be the responsibility of the Contractor. The Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance and clerical supplies. The Department or the pet owner shall pay no charges for dog and cat spay/neuter surgery in addition to those stated in the proposal and included in the contract. It is the sole responsibility of the contractor to maintain the mobile spay/neuter van in good and working condition, at all times. This shall include regular visits for maintenance, as recommended or required by the manufacturer of the van. All costs for operation of the van, including, but not limited to, engine maintenance, upkeep, gasoline, parking and insurance shall be the responsibility of the contractor.

G. DEPARTMENTAL CONTRACT ADMINISTRATOR

A A Department Contract Administrator will monitor the Contractor's compliance with and performance under, the terms and conditions of this contract and will provide information to the Contractor in areas relating to policy and procedural requirements.

H. CODE OF ETHICS

The Contractor shall abide by the following code of ethics in providing the Dog and Cat Spay/Neuter Services under the contract. The Contractor's code of ethics shall be clearly posted in a public area at the clinics and the mobile spay/neuter van at all times.

1. General – The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize any medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services or acts pursuant to the contract which the City has not authorized. The Contractor shall advise the Department of its service techniques and the Department reserves the right to require the Contractor to modify or change those techniques, which the Department believes not to be in the best interests of the City.
2. Communication Guidelines – Communication with the public shall be conducted in a positive, courteous manner.

3. Harassment or Abuse – The Contractor’s personnel shall not engage in any conduct in which the natural consequence thereof would harass, oppress or abuse any pet owner, citizen, city employee or vendor in connection with the services provided.
4. False or Misleading Representations – The Contractor’s personnel shall not use any false, deceptive or misleading representation with regards to the services provided.
5. Treatment of the Public – All of the Contractor’s personnel who have contact with the public shall at all times treat the public with the utmost courtesy.

I. QUALITY CONTROL

1. Contractor Employee Acceptability - The Contractor shall immediately remove and replace an employee violating the terms and conditions of the contract and upon the request of the Department Contract Administrator.
2. The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this contract are met. A copy shall be provided to the Department Contract Administrator for their review and approval on the contract start date and as changes occur.
3. Quality Assurance – The Department Contract Administrator will evaluate the Contractor’s performance utilizing such procedures as may be necessary to ascertain Contractor compliance with this contract including, but not limited to onsite inspections and written reports, adherence to the California Veterinary Medical Practice Act, CALOSHA, and Drug Enforcement Administration. The Contractor shall be required to immediately correct all deficiencies found by the Department. Non-compliance may result in termination of the contract.
4. Performance Evaluation Meetings – The Contractor shall meet with the Departmental Contract Administrator monthly for the first six months to discuss the services provided, problems that may have accrued and corrective actions needed to be taken. Quarterly meetings will be scheduled to discuss the services provided and problems that may have accrued over the previous months. Other meetings may be called either by the Department’s Contract Administrator or the Contractor, at a time and place that is mutually agreeable, to discuss emergency problems.
5. Physical Security – The Contractor shall be responsible for safeguarding any and all City property provided for the Contractor’s use. Contractor shall return all items received from the Department at the termination of the contract in the same condition as received.

6. Supplies and Materials – The Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services described herein. Supplies and materials shall be defined as drugs, medical supplies, general office maintenance and clerical supplies, but not limited to perishable items and/or items that can be used only a limited number of times.

D 7. Signage - The Contractor shall provide and maintain signs detailing the hours of operation and emergency telephone numbers posted at highly visible locations.

8. Mobile Spay/Neuter Van – The Contractor is responsible for maintaining the internal and external professional appearance of the mobile spay/neuter van at all times.

9. Management Information Reports - The Contractor shall be required to provide to the Contract Administrator monthly reports by the 10th day after the end of the month, that summarize the services provided to the Department. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:

- a. Dogs and cats (by category) spayed and neutered (by category) from the mobile spay/neuter van.
- b. The number of post-surgical complications reported each month and how each case was resolved.

The monthly report may serve as the monthly invoice or statement. The Contract Administrator shall be able to access the Contractor's computer and written records including, but not limited to, financial records, patient files, laboratory reports, vendor records, Drug Enforcement Administration (DEA) logs, etc.

J. TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE

In the event the Contractor defaults in the performance of any of the terms or conditions of the contract, or becomes unable through personal non-capacity to fulfill his or her obligations under the contract, or defaults in the performance of any terms or provisions therein required, the Department shall have the following options without any further notice or authorization from the Contractor, and its choice of any option shall in no way waive its rights to select any other option at any time:

1. The Department may give the Contractor written notice of such default. If the Contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the contract, assume the

operation of the clinic, and exclude Contractor from the premises; and/or;

2. The Department may retain any of the Contractor's unpaid reimbursement in its possession and any of the Contractor's property on the premises and apply the same to the payment of any and all claims which may be due the Department; and/or;
3. The Department may recover at law any and all claims which may be due the Department; and/or;
4. The Department may perform such work as it deems necessary to cure said default and charge the Contractor for the full cost of labor and materials expended, plus 30% of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving cleanliness provisions, safety provisions or care of animal provisions. The General Manager may exercise this option within 10 days after giving the Contractor written notice of a default involving equipment maintenance provisions or premises maintenance provisions.

B. LIMITATIONS ON USE

1. Other than surgical sterilization of dogs and cats and emergency treatments, the Contractor shall not perform any other veterinary medical treatments, practices, procedures or other services unless the exercise of such treatments, practices, procedures or services are approved in advance in writing by the General Manager.
2. The Contractor shall not intervene in the daily operations of the Department's Animal Care and Control Centers.
3. The Contractor shall not store any material or substance in the clinics constituting an unnecessary, unreasonable or unlawful fire hazard or public health hazard.
4. The Contractor shall not display any signs or posters unless approved by the General Manager in advance in writing. The General Manager may require removal or refurbishment of any sign previously approved at any time.

V. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor shall comply with the applicable affirmative action and non-discrimination provisions of the laws of the United States of America, the State of California, and the City. In performing the contract, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, disability, sexual orientation, marital status, domestic partner status or medical condition. The Contractor shall comply with the provisions of the

Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If the contract contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment Practices provisions of the contract shall be the mandatory contract provisions which are incorporated herein by this reference. If the contract contains a consideration in excess of \$100,000, the Affirmative Action Program Provisions of the contract shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4.

D As a condition of contract award, the selected Proposer shall be required to comply with the provisions of the City's Affirmative Action Program (Exhibit 1), including the submission of one of the following affirmative action plans: a) the Proposer's own affirmative action plan, or b) an executed copy of the Los Angeles City Affirmative Action Plan.

VI. CITY POLICY ISSUE STATEMENT

A. DEPARTMENT OF ANIMAL SERVICES MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MBE/WBE) AND OTHER BUSINESS OUTREACH REQUIREMENTS OF THE CONTRACT

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's), and all other business enterprises an equal opportunity to participate in the performance of all City contracts. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE's and WBE's, have an equal opportunity to compete for and participate in City contracts. **A** Equal opportunity will be determined by the bidder's good faith efforts to comply with the City's outreach program, as described in Exhibit 8. Participation by MBEs, WBEs and all Other Business Enterprises may be in the form of subcontractors, suppliers or vendors. Failure to make good faith efforts to comply with said policy or to provide adequate documentation of good faith effort will render the proposal non-responsive and will result in its rejection.

Proposers must comply with the Department of Animal Services Minority Business Enterprise, Women Business Enterprise (MBE/WBE) and Other Business Enterprise Outreach requirements attached as Exhibit 8 and file the required documentation forms at the time proposals are submitted or as specified in the instructions. **E**

The Proposer's efforts to obtain participation by MBEs, WBEs and Other Business Enterprises could reasonably be expected to produce a level of participation by interested sub-contractors, including 10% MBE and 4% WBE.

B. CHILD CARE POLICY

It is the policy of the City of Los Angeles to encourage businesses to adopt Child Care Policies and Practices (Exhibit 9). Consistent with this policy, Proposers shall complete and **T**

submit the "Child Care Declaration Statement" with their proposals. To the extent allowed by law, Proposers with stated childcare policies shall receive preference in contracting with the City.

C. WORK FORCE INFORMATION

D It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City Departments to gather information on the headquarters address and certain information on the employees of the Contractors contracting with the City (C.F. 92-0021). The following information is to be included in each proposal:

1. Headquarters address of Contractor;
2. Total work force;
3. Percentage of the total work force residing in the City;
4. Percentage of the total work force employed in the City;
5. The address of any branch office(s) within the City;
6. Work force in each Los Angeles office(s);
7. Percentage of work force in each Los Angeles branch office(s) residing in the City of Los Angeles; and
8. Percentage of work force in each Los Angeles branch office(s) employed in the City.

A
D. STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

Incorporated herein by reference are the following provisions and certifications, including but not limited to Nondiscrimination and Affirmative Action Policies, for City Personal Services Contracts. The Contractor must comply with the October 2003 Standard Provisions for City Contracts.

VII. INDEMNIFICATION AND INSURANCE FOR CONTRACTORS.

F
A. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to attorney's fees and cost of litigation; damage or liability of any nature whatsoever, for death or injury to any person, including the Contractor's employees or agents; or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this Agreement by the Contractor or sub-Contractors of any tier.

B. INSURANCE

1. General Conditions – During the term of this Agreement and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense, the insurance coverage stated on the attached Exhibit 3 form and subject to the following conditions:

- a. Insurance Requirements – All insurance required hereunder shall conform to the City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Section 11.47 through 11.56.
- b. Additional Insured – The City, its Boards, Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Worker's Compensation, Professional Errors and Omissions and Legal Liability coverage (such as Fire Legal), and Owners and Contractors Protective Liability in which latter case the City shall be named insured. The City shall be named as Loss Payee as its interest may appear in all property, fidelity or surety coverage;
- c. Primary Insurance – Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions;
- d. Authorized Brokers and Carriers – Insurance shall be obtained from brokers and carriers authorized to transact insurance business in California;
- e. Approval of Insurance – Evidence of insurance shall be submitted to and approved by the City Attorney prior to commencement of any work under this Agreement;
- f. Cancellation – With respect to the interests of the City, such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery has been given to the Office of City Attorney, Insurance and Bonds, c/o City Risk Manager, 200 N. Main Street, Room 800, City Hall East, Los Angeles, CA 90012-4190;
- g. City's Special Endorsement Form – The appropriate City Special Endorsement forms are the preferred form of evidence of insurance. Alternatively, the Contractor may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language, which complies with subparagraphs (a) through (f) above and subparagraph (g). With regard to Professional Liability Insurance, either a signed copy of the Policy's Declaration Page or a letter signed by the Contractor's insurance broker certifying coverage together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph (f) will satisfy this requirement;

- h. Severability of Interest – Except with respect to the insurance company’s limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included;
- D** i. Renewal of Insurance – Once the insurance has been approved by the City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence as specified in paragraph (a) through (h) above, must be submitted.
2. Worker’s Compensation – By signing this Agreement, the Contractor hereby certifies that it is aware of the provision of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions throughout its performance of the work pursuant to this Agreement.
3. Aggregate Limits/Blanket Coverage – If any of the required insurance coverage contains aggregate limits, or apply to other operations or tenancy of the Contractor not related to this Agreement, the Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which may diminish the protection such insurance affords City. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Self-Insurance and Self-Insured Retention - Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the City upon review of evidence of the Contractor’s financial capacity to respond. Additionally, such programs or retention must provide the City with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.
5. Modification of Coverage – The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) days written notice. If such change should result in substantial additional cost to the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.
6. Failure to Procure Insurance – The Contractor’s failure to procure and maintain the required insurance or self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance to protect the City’s interests and pay any and all premiums in connection

therewith, and recover all monies so paid from the Contractor.

7. Underlying Insurance— The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, agents, subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes.

VII **D** GENERAL INSTRUCTIONS TO PROPOSERS

A **D** SUBMISSION OF PROPOSAL

The original and five copies of proposals are to be enclosed in a single, sealed package and submitted to:

R
Department of Animal Services
Attention: Mary Carbajal
419 S. Spring St. 14th Floor
Los Angeles, CA 90013

Proposals must be received by **A** on the public notice of this RFP. The outside of any envelope containing material regarding the RFP must be plainly marked with the words - "Proposal for Mobile Dog and Cat Spay/Neuter Services". Additional proposal packages may be obtained from the Department of Animal Services offices at 419 South Spring Street, Room 1400 or be requested by telephone at (213) 473-8498.

It is the sole responsibility of the Proposer to ensure the proposal is received before the submission deadline. The bidder shall bear all risks associated with delays in the U.S. Postal Service. Any proposals received after the scheduled closing time for receipt of proposals may not be considered or evaluated and may be **E** returned unopened to the sender.

Proposer may withdraw submitted proposal in **E** writing at any time prior to the specified due date and time. Faxed withdrawals, recognized by this department, will be accepted. The request, signed by an authorized representative of the company, must be submitted to the Project Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified due date and time.

As covered under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will **T** provide reasonable accommodation to ensure equal access to its proposals, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Project Coordinator at least five working days prior to the scheduled event.

The Proposer shall bear all costs associated with preparing and submitting the proposal. The Department reserves the right to waive any informality in a submitted proposal.

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the due date for submission. The City reserves the right to make corrections or amendments due to errors identified in proposal by the City or the Proposer. This type of correction or amendment will only be allowed for errors as typing, transposition.

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal. The City will consider prospective recommendations or suggestions regarding any requirements before the pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the Project Coordinator.

B. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Signatures - Proposals shall be submitted in writing in the English language with a cover letter limited to one page. The letter must include the title, name, address and telephone number of the person or persons who will be authorized to represent the bidder. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink.
2. Index - Proposals shall include a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive.
3. Preparation of Proposal - Each proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.
4. Non-collusion Statement - With each proposal, a statement shall be submitted by the Proposer, which stipulates that:
 - a. The proposal is genuine, not a sham or collusive;

- b. The proposal is not made in the interest or on behalf of any person not named therein;
- c. The Proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing;
- d. The Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer.

D

Form and Contents – The proposal shall be clearly and separately identified as to the following:

- a. Operation - The Proposers shall state their method and plans for operating the mobile spay/neuter van. Specifically the Contractor shall state their method for recruiting and scheduling appointments for the mobile spay/neuter van. The Proposers shall state the method and time of communications the Contractor will have with pet owners in the event of surgical emergency or complications.
- b. Experience – The Proposers shall review in detail all experience with offering the spay/neuter services, specifically listing years of experience, location, number of surgeries performed, number of other services performed by type, and number of staff by job classification. The Proposers shall state what experience they have had with the operation of a mobile spay/neuter van offering free or low-cost services to indigent populations and how such services were provided. Specifically the Proposer shall state the number of dog and cat deaths by causes (e.g., anesthetic, hemorrhage, anaphylactic, etc...) as well as the number of non-lethal problems by reason (e.g., cyanosis without apparent respiratory depression, prolonged recovery, collapse, bradycardia, cardiac arrest with successful resuscitation, etc...).
- c. Staffing – The proposal shall indicate the staff, and their certifications, to be used to perform the spay/neuter surgeries and related functions and services. Further, the Proposer shall state what management, and the credentials and experience of the manager, at the mobile spay/neuter van.
- d. Costs and Estimated Numbers – The Proposer shall state the cost per spay/neuter surgery and the estimated annual number of surgeries to be performed on dogs and cats brought by the public in low-income areas of the City to a mobile spay/neuter van (service to be paid for by the City).

Note: The City requires a standard price per animal for surgeries, regardless of sex,

size, species, age, early estrus or pregnancy.

- e. Other Services - The proposal shall state the costs of other services to be offered by the Proposer in the mobile spay/neuter van.
- f. Non-collusion Statement – The proposal shall include the non-collusion statement as required above;
- g. Professional and Financial Capability – The proposal shall include a summary of the relevant background experience of the Proposer describing his or her capabilities to perform the services required if a contract was awarded. The Proposer shall provide validated evidence of its financial condition such as a CPA certified annual report or annual operating statement. The number of years the Contractor has been in business must be included;
- h. Additional Information the Proposer Wishes to Present – Any other information the Proposer believes essential to the evaluation of the proposal shall be clearly stated. If there is no additional data the proposing Contractor wishes to present, this section will consist of the statement, “There is no other data we wish to present.”
- i. References – The proposal should include a list of 5 references to aid in evaluating the Proposer’s capabilities to perform the services required by the contract, financial resources, and moral conduct.

C. ACCEPTANCE OF TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this RFP.
2. Proposal Conditions or Limitations - Proposals which set forth conditions or limitations, which seriously impact the ability of the Proposer to perform the work identified may be considered non-responsive, and the proposal rejected.
3. Proposals Are Contractor Offers - All proposals shall be Contractor offers and shall not be withdrawn for a period of ninety (90) calendar days following the last day to accept proposals. Proposers shall not change the wording of the proposal after submission. No words or comments shall be added to the general conditions or price quotations.

4. City's Intent. It is the intent of the City to award a three-year contract approved as to form by the City Attorney.
5. Additional Submittals. In addition to the above requirements the Proposer shall complete and submit the following which are explained elsewhere in the RFP and/or included as appendices: Child Support Obligations; Service Contract Workers Retention Ordinance and Living Wage Ordinance; Americans With Disabilities Act; Minority Business Enterprise (MBE); Women-Owned Business Enterprise (WBE); and Other Business Enterprise Outreach Program; Affirmative Action Plan; Child Care Policy, Equal Benefits and Contractors Responsibility.

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D. INTERPRETATIONS AND ADDENDA

Interpretations and Addenda. If Proposers find discrepancies or omissions in the RFP they may submit a written request to the General Manager for an interpretation thereof. The General Manager or his representative will respond to the inquiry within five working days following receipt of any such request. Any interpretations of or changes in the Request for Proposal shall be made by written addendum to each Contractor and individual that was issued an RFP and any such interpretations or changes shall become a part of the RFP as if originally set forth therein.

Inquiries should be addressed to:

General Manager
Department of Animal Services
419 S. Spring Street, Room 1400
Los Angeles, CA 90013

E. PROPOSER'S CONFERENCE

All prospective Proposers shall be invited to a Proposers conference to be held at the North Central Animal Care and Control Center located at 3201 N. Lacy Street, Conference Room, Los Angeles, CA 90031, at _____ p.m. on _____. A panel of Department representatives will be available at the Proposers conference to respond to pertinent questions relative to the RFP. More than one Proposers conference may be called, if required.

Proposers are invited to submit written questions prior to the conference. Written questions should be submitted to Department of Animal Services, Attn: Project Coordinator, Ms. Mary Carbajal, 419 South Spring Street, Room 1400, Los Angeles, CA 90013. Inquiries should be identified with the notation in the lower left corner on the front of the outside of the envelope: "Dog and Cat Spay/Neuter Services Inquiry". Written questions will be answered prior to questions being accepted from the floor. Written information, if any, presented to

prospective Proposers present at the conference, will be made available to Proposers not attending the conference only upon requests made in writing. No minutes will be taken at the Proposers conference; attendees at the conference will be responsible for taking their own notes.

F. SUBMISSION OF DOCUMENTS

D All information and/or certifications contained in the RFP, including but not limited to Minority Business Enterprises and Women Business Enterprises, Child Care, Non-discrimination and Affirmative Action policies, Americans with Disability Acts and EBO must be completed and submitted with the proposal in accordance with City requirements.

IX. AWARD OF A **R** CONTRACT

A. GENERAL INSTRUCTIONS TO PROPOSERS

The Proposer to whom the contract is awarded shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract, however, the City reserves **A** the right to further negotiate the terms and conditions of the contract with the selected Proposer.

The Contractor shall not assign, transfer or convey in any manner the contract or function performed under the contract to another person without the written approval of the General Manager.

B. SELECTION PROCESS AND EVALUATION CRITERIA

All responses submitted will be evaluated by an **E** Evaluation Committee comprised of representatives from the Department of Animal Services and other appropriate City experts to assist in the evaluation process. The City reserves the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not stated in the RFP. The proposal will be rated according to the following criteria. Each category will be rated based on the point scale as shown below. Proposals will be ranked based on their respective aggregate scores with a perfect score being 100.

25 points – quality and completeness of the Proposer's plan for providing **T** the services identified, including the demonstrated willingness and ability to work in low income areas of the city to provide services to those on low income.

25 points - level and relevance of prior experience, including the ability to professionally

represent the City at the mobile spay/neuter van.

20 points - demonstrated ability to plan for and meet the financial requirements for providing the service;

20 points – costs of the Proposer’s plan for providing the services identified;

10 points - qualifications of the assigned managers.

D In addition, Proposers will be required to make a brief oral presentation to the Evaluation Committee. Proposers should be prepared to respond to any questions on their respective proposal, which may be asked by the Evaluation Committee.

C. DISQUALIFICATION OF PROPOSALS

R False, incomplete or unresponsive statements made in connection with a proposal shall be sufficient cause for its rejection or the disqualification of the Proposer. The evaluation and determination of the fulfillment of the above requirements will be determined solely by the General Manager of the Department of Animal Services.

D. DEPARTMENTAL RIGHTS

A The Department reserves the right to:

1. Reject all proposals submitted in response to this RFP; and not award a contract.
2. Waive any information in the submitted proposals.

E. AWARD OF CONTRACT

- F**
1. The successful Proposer(s) will be notified of the award of a contract by mail.
 2. After the Contractor(s) has been selected by the Committee, the City and Proposer(s) will negotiate a contract(s).

F. APPEAL PROCESS

T The Department of Animal Services will notify the successful and unsuccessful Proposers immediately at the end of the evaluation process. An unsuccessful Proposer may appeal the decision to the Department within five (5) working days of the notice to the Proposer. Appeals must be in writing and set forth therein the facts upon which the appeal is submitted.

The General Manager, Department of Animal Services will reply to any appeal within ten (10) working days after receipt thereof.

G. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act (California Government Code Sections 6250 et seq.). Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

X. SUBMISSION OF DOCUMENTS

All information and/or certifications contained in the RFP, including all Exhibits must be completed and submitted with the proposal in accordance with City requirements. Failure to provide this request may result in Proposer being considered non-responsive and the proposal rejected.

Exhibits of required documentation to accompany all proposals:

1. Non-Discrimination and Affirmative Action Certification (Exhibit 1)
2. Business Tax Registration Certificate (Exhibit 2)
3. Insurance Requirements (Exhibit 3)
4. Certification of Compliance with Child Support Obligations (Exhibit 4)
5. Declaration of Compliance Service Contract Worker Retention Ordinance and the Living Wage Ordinance (Exhibit 5)
6. Certification Regarding Compliance with the Americans with Disabilities Act (Exhibit 6)
7. Appropriate Certificate of Compliance with the Equal Benefits Ordinance (Exhibit 7)
8. MBE/WBE/OBE subcontractors Information Form Schedule A (Exhibit 8)

9. Child Care Declaration Statement (Exhibit 9)
10. Form D – Business Experience and Qualifications (Exhibit 10)
11. Contractor Evaluation Program (Exhibit 11)
12. Contractor Evaluation Program (Exhibit 12)
- D** 13. Slavery Disclosure Ordinance (Exhibit 13)

Successful Proposers will be required to submit a Business Registration Certificate, outlined in Exhibit 2, and Evidence of Insurance as outlined in Exhibit 3.

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