

# Agreement

003236



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

WINTech STAFFING GROUP, INC.

FOR

**AS-NEEDED SKILLED ACCOUNTING SERVICES**

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**EXHIBIT C Internal Revenue Service Notice 1015**

**EXHIBIT D Safely Surrendered Baby Law Posters**

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**EXHIBIT G Department of Public Works Field Facilities**

**EXHIBIT H Temporary Service Agency Voluntary Data Reporting Form GAIN and GROW  
Program Participant Information**

AGREEMENT FORAS-NEEDED SKILLED ACCOUNTING SERVICES

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of June, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Wintech Staffing Group, Inc., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 24, 2014, hereby agrees to provide services as described in this Contract for As-Needed Skilled Accounting Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Department of Public Works Field facilities; Exhibit H, Temporary Service Agency Voluntary Data Reporting Form GAIN and GROW Program Participant Information; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$236,156 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 2, 2014, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles Riverside-Orange County Area. The Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the County of Los Angeles' Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County of Los Angeles employee salaries, no cost-of-living adjustment will be granted. Where the County decides to grant a

cost-of-living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

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

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

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

[illegible]


IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

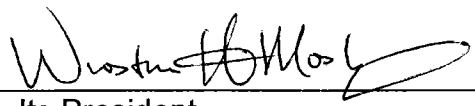
By  for  
Director of Public Works

APPROVED AS TO FORM:

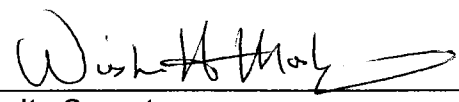
JOHN F. KRATTLI  
County Counsel

By   
Deputy

WINTECH STAFFING GROUP, INC.

By   
Its President

WINSTON H. MOSBERGEN  
Type or Print Name

By   
Its Secretary

WINSTON H. MOSBERGEN  
Type or Print Name



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

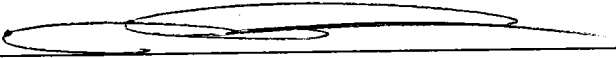
On 5/1/14 before me, TORU HORIMACHI, Notary Public,  
(Here insert name and title of the officer)

personally appeared Winston H. Mosbergen,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Skilled Accountancy  
(Title or description of attached document)

Service

(Title or description of attached document continued)

Number of Pages 4 Document Date \_\_\_\_\_

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## SCOPE OF WORK

## AS-NEEDED SKILLED ACCOUNTING SERVICES (2014-AN010)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Leanne Hall of Fiscal Division, who may be contacted at (626) 458-6531, e-mail address: [lhall@dpw.lacounty.gov](mailto:lhall@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5:45 p.m. The Contract Manager may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Manager and the PWRs are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Contractor will be required to provide personnel to any Public Works field offices located throughout the County, including the Antelope Valley. Refer to Exhibit G for a list of Public Works field facilities.

C. Work Description

Upon request, the Contractor shall provide individuals to perform professional accounting, accounting technical, and accounting clerical duties for Public Works on an as-needed basis. The work required will be on an as-needed basis, in which the Contractor shall provide assistance with accounting related tasks to Public Works offices. Contractor personnel must be available within five calendar days' notice from the Contract Manager. Contractor's personnel must be willing and able to drive their own vehicles to specified field office locations anywhere in the County. Contractor's personnel shall not be paid for travel time to and from Public Works' work sites.

1. Professional Accountant

## Skill Level Requirements:

Shall have a college degree in the field of accounting. Course work or experience in governmental accounting is desirable. Shall be computer literate and competent in a Windows environment and shall be able to use the Internet, Microsoft Word, and Microsoft Excel.

## Examples of Duties

## Professional accountant will:

- a. Perform a variety of accounting assignments.

- b. Assist Public Works field engineers and other staff to set up, process, record accounting transactions, perform accounting analysis, prepare Excel worksheets, complete project cost estimates, prepare supporting documentation for inspectors, prepare claims for reimbursement, and perform a variety of other accounting related tasks.
- c. Review and participate in day-to-day accounting operations such as processing or approving invoice payments to vendors, preparing journal entries, classifying accounting transactions, posting, preparing job-to-job transfers, and correcting errors.
- d. Provide backup for accounting technical and clerical tasks as needed.

2. Accounting Technician

Skill Level Requirements:

Shall have completed at least 12-semester or 18-quarter units of accounting and have at least one year of technical accounting experience. Course work or experience in governmental accounting is desirable. Shall be computer literate and competent in Windows environment and shall be able to use the Internet, Microsoft Word, and Microsoft Excel.

Examples of Duties

Accounting technician will:

- a. Perform a variety of accounting technical assignments.
- b. Assist Public Works field engineers, accountants, and other staff to set up, process, record accounting transactions, prepare supporting documentation for inspectors, prepare Excel worksheets, and a variety of other tasks.
- c. Participate in day-to-day accounting operations, such as entering timesheet, equipment usage, timesheet/equipment correction, work order, and project data into the accounting and maintenance systems, processing invoice payments to vendors, preparing journal entries, classifying accounting transactions, posting, preparing job-to-job transfers, and correcting errors.
- d. Provide backup for accounting clerical and clerical tasks as needed.

3. Accounting Clerical

Skill Level Requirements:

Shall have at least one year of accounting clerical experience in an accounting or business environment. Experience in governmental accounting is desirable. Shall be computer literate and competent in Windows environment and shall be able to use the Internet, Microsoft Word, and Microsoft Excel.

Examples of Duties

Individuals assigned under this Accounting Clerical Duties may not work for a period longer than 90 calendar days.

Accounting clerical will:

- a. Perform a variety of accounting clerical assignments.
- b. Assist Public Works staff with all accounting clerical tasks.
- c. Participate in day-to-day accounting clerical operations such as processing invoice payments to vendors, entering timesheets, equipment usage, timesheet/equipment correction, work order, and project data into the accounting and maintenance systems (e.g., preparing paper documents, assisting with purchase orders and receiving, answering phone calls, providing information to callers regarding complaints and road closures/conditions, directing callers to web-based information or Public Works staff, operating the communications radio to dispatch calls, monitoring contract truck drivers [sign-in, sign-out log], preparing haul truck tickets, and copying and filing haul truck tickets and various other documents).

D. Remedy for Assignment of Unqualified Personnel

Contractor shall provide the Contract Manager with resumes for each individual to be assigned to provide services under this Contract prior to being assigned to a Public Works facility. The Contract Manager will review the resumes to ensure that each Contractor-assigned individual meets the appropriate skill level requirements. Public Works reserves the right to require any Contractor assigned personnel to take an on-site performance test to determine the individual's accounting skill level. In the event an individual does not meet the minimum standards for the requested level, the Contractor shall immediately replace said individual with an individual possessing the required/requested skill level. The Contractor shall not charge Public Works for the services of the individual replaced.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for any and all damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works' Contract Manager shall prevail.

E. Hours and Days of Service

Hours of service will primarily be between the hours of 6:30 a.m. and 5:45 p.m., Monday through Friday, each week, except holidays. A normal work day is eight hours; however, during disaster/emergency operations, work hours may be expanded to between 6 a.m. and 9 p.m., with 10- to 12-hour days. Work days may also be expanded to include Saturdays, Sundays, and holidays. Individuals assigned to work for Public Works will be expected to be flexible enough to accommodate these expanded hours and days for short periods.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

F. Overtime

Overtime in excess of eight hours a day per employee is allowable only if authorized in advance by the Contract Manager.

G. Work Space, Equipment, and Supplies

Public Works will provide a work space with desk, computer, telephone access, and necessary supplies at no cost to Contractor.

H. Reservation

This is not an exclusive contract. The County reserves the right to secure similar services from other sources.

I. Storage Facilities

The County will not provide storage facilities for the Contractor.

J. Special Safety Requirements

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

K. Responsibilities of Public Works

Public Works will determine the need for, and provide, necessary review/inspection of an individual's work product for suitability, adequacy, accuracy, etc.

L. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) or performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

M. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the

authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

N. Consideration of Hiring GAIN and GROW Personnel

Should the Contractor require additional or replacement personnel or any other position for which applications are being accepted after the effective date of this contract, Contractor shall give appropriate consideration for any such position(s) to qualified persons referred to Contractor through the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and Greater Relief Opportunity for Work (GROW) Program. For this purpose, appropriate consideration shall mean the Contractor will interview qualified candidates. County shall send listing(s) of personnel for referral to Contractor's representative.

For any position(s) which prior to the effective date of this Contract, Contractor has not been hiring, or which otherwise opens for application or examination, Contractor shall send notices to the County of Los Angeles, Department of Public Social Services, Attention: GAIN and GROW Job Development Unit, at any of the following locations:

San Fernando Valley  
14355 Roscoe Boulevard  
Panorama City, CA 91402  
Phone: (818) 895-5984  
Facsimile: (818) 892-1568

San Gabriel Valley  
3629 Santa Anita Avenue  
El Monte, CA 91731  
Phone: (626) 350-8708  
Facsimile: (626) 575-3413

South County  
2959 Victoria Street  
Rancho Dominguez, CA 90221  
Phone: (310) 603-8358  
Facsimile: (310) 764-5450

Southeast County  
5460 Bandini Boulevard  
Bell, CA 90201  
Phone: (213) 881-5316  
Facsimile: (213) 780-0190

Central and West County  
1500 South Figueroa Street  
Los Angeles, CA 90015  
Phone: (213) 765-6153  
Facsimile: (213) 765-6072

The notice sent by Contractor shall indicate the position(s)/title(s) for vacant or new employment opportunity, description of the same requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/requests are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

For any position(s) which Contractor is continually hiring or accepting applications, Contractor shall send notice as required above at a frequency of not less than once every six months.

Contractor shall request all new applicants to complete Exhibit H, GAIN and GROW Applicant Information Form. For all new applicants completing the form, Contractor shall utilize the information contained therein for compliance with this paragraph as required below.

Contractor shall provide report(s) to County on a quarterly basis, with the first report due three months following the approval of this Contract by the Board, and shall be for the preceding three months period ending with this Contract. Each subsequent report shall be due on the 10th day of the month following the end of the preceding quarter. The report(s) submitted shall contain information complied for the preceding three calendar months only and is not required to be cumulative. The report(s) shall include, but not be limited to, the following information:

1. Total number of applications received during the reporting period.
2. Number of applications received from individuals identifying themselves as participants in the GAIN and GROW programs.
3. Number of GAIN and GROW applicants for whom an interview or further exploration of applicant capabilities was conducted.
4. Number of those GAIN and GROW applicants determined to be qualified for the position for which an application was submitted.
5. Number of GAIN and GROW applicants who were offered a position/assigned for employment with/through the Contractor.

Completed report(s) shall be forwarded to the County at the frequency specified above and shall be sent to the Contract Manager.

O. Liquidated Damages

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



2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
  - d. The parties are not under any compulsion to contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day for each incident that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and impose deductions as stated therein.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

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

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## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any

claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract



subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which

receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers, from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality,

or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated,

in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

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

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's ~~Record Retention and Inspection/Audit Settlement~~, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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



All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's or subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include

State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

## II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460,

Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. ~~The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.~~
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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



G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.
- 

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

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

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

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of

Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any



costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

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

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

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so,

the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

~~Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.~~

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

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

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

## SECTION 10

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

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.



## SECTION 11

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## SECTION 12

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 13

### PROPRIETARY CONSIDERATIONS

#### A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

#### B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

#### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses,

rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

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

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

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

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

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

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

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

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

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

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

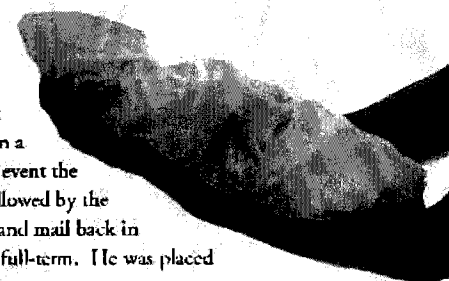
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

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





# Ley de Entrega de Bebés Sin Peligro

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

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

### ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

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

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$1000 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Training program	Document training of each employee.	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; possible work/contract suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.



## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

P:\aspub\CONTRACT\Angela\As Needed SKILLED ACCOUNTING SERVICES\2013\REBID\08 FINAL AGREEMENT\12 Exhibit F Performance Requirements Summary.docx

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## DEPARTMENT OF PUBLIC WORKS

## FIELD FACILITIES

ID	FACILITY NAME	ADDRESS	CITY	ZIP	TG PAGE	FIELD DIVISION
1	Antelope Valley	335 E. Avenue K-6 #A	Lancaster	93535	4106-A2	BSD
2	Calabasas/Westlake Village	26600 Agoura Rd. Suite 110	Calabasas	91302	558-H6	BSD
3	Carson	701 E. Carson St.	Carson	90745	764-E6	BSD
4	Southwest District	1320 W. Imperial Hwy.	Los Angeles	90044	704-A7	BSD
5	La Puente	16005 E. Central Ave.	La Puente	91744	638-D7	BSD (EPD)
6	Santa Clarita Valley	23757 Valencia Blvd.	Valencia	91355	4550-G3	BSD (EPD,LDD)
7	Lomita	24320 S. Narbonne Ave.	Lomita	90717	793-H3	BSD (EPD)
8	San Gabriel Valley	125 S. Baldwin Ave.	Arcadia	91007	567-A5	BSD (EPD)
9	South Whittier	13523 Telegraph Rd.	Whittier	90605	707-C5	BSD (EPD)
10	East Los Angeles	4801 East 3rd St.	Los Angeles	90022	635-G6	BSD (EPD)
11	Altadena Shop	252 W. Mountain View St.	Altadena	91001	535-G6	Fleet
12	Central Yard Shop	2275 Alcazar St.	Los Angeles	90033	635-C2	Fleet (OSD)
13	Imperial Yard - South	5525 E. Imperial Hwy.	South Gate	90280	705-F6	FMD (CON,OSD)
14	Longden Yard - East	160 E. Longden Ave.	Irwindale	91706	597-G2	FMD (CON,SUR)
15	Eaton Yard	2986 New York Dr.	Pasadena	91107	566-F1	FMD
16	Hansen Yard - West	10179 Glenoaks Blvd.	Sun Valley	91352	502-G4	FMD
17	Santa Clarita Yard	21190 Centre Pointe Pkwy.	Santa Clarita	91350	4551-C4	FMD (SMD)
18	San Dimas Yard	118 Pony Express Rd.	San Dimas	91773	600-C2	FMD
19	Baldwin Park Traffic Painters/Sign Posters	14514 Central Ave.	Baldwin Park	91706	598-C5	OSD
20	Eaton Yard - Electric Shop	2811 Woodlyn Rd	Pasadena	91104	566-F1	OSD
21	Alcazar Yard - Traffic Ops & Electrical	1525 Alcazar St.	Los Angeles	90033	635-B2	OSD (GMED)
22	Maintenance District No. 1 (Baldwin Park)	14747 E. Ramona Blvd	Baldwin Park	91706	598-D5	RMD (CON,Fleet)
23	Maintenance District No. 3 (Westchester)	5530 W. 83rd St.	Los Angeles	90045	702-J2	RMD (FMG,LDD,OSD)
24	Maintenance District No. 4 (Hollydale)	11282 S. Garfield Ave.	Downey	90242	705-G7	RMD (CON,Fleet,SUR)
25	Maintenance District No. 5 (Palmdale)	38126 N. Sierra Hwy.	Palmdale	93550	4286-B1	RMD (CON,Fleet,OSD,SUR)
26	Road Division 336	3637 Winter Canyon Rd.	Malibu	90265	628-H6	RMD
27	Road Division 116/416	14959 E. Proctor Ave.	La Puente	91744	638-B6	RMD
28	Road Division 146/446	9521 E. Beverly Blvd.	Pico Rivera	90660	676-J2	RMD
29	Road Division 119/519	5213 N. Encinita Ave.	Temple City	91780	596-J4	RMD (CON)
30	Road Division 555	17341 E. Avenue J	Lancaster	93535	4019-H6	RMD
31	Road Division 556	27624 W. Parker Rd.	Castaic	91310	4369-G7	RMD
32	Road Division 118/518	161 Valencia St.	Glendora	91741	569-C5	RMD
33	Central Yard	12015 Shoemaker Ave.	Santa Fe Springs	90670	707-B7	SMD
34	East Yard	2849 S. Myrtle Ave.	Irwindale	91707	597-G2	SMD
35	North Yard	45712 Division St.	Lancaster	93534	4015-J3	SMD
36	South Yard	1129 East 59th St.	Los Angeles	90001	674-E6	SMD
37	Saticoy Yard	13436 Saticoy St.	North Hollywood	91605	532-C3	SUR (CON)
38	South Maintenance Area - Malibu	23533 W. Civic Center Way	Malibu	90265	629-A7	WWD (CON)
39	North Maintenance - Antelope Valley	260 East Avenue K-8	Lancaster	93535	4105-J3	WWD

**TEMPORARY SERVICE AGENCY  
VOLUNTARY DATA REPORTING FORM  
GAIN and GROW PROGRAM PARTICIPANT INFORMATION**

To assist in complying with Federal and local government record keeping and reporting requirements, it is requested that you complete this form. The information you give will not be used for employment consideration and is for information purpose only. The information on this form will remain confidential. Submission of this information is voluntary. You are not required to complete this form; however, your participation will be greatly appreciated.

**PLEASE CHECK THE BOX THAT APPLIES TO YOU**

- |  |  |                                       |
|--|--|---------------------------------------|
| A. I am a participant in/graduate from the Greater Avenues for Independence (GAIN) program.    | <b>Yes</b><br><input type="checkbox"/> | <b>No</b><br><input type="checkbox"/> |
|  |  |                                       |
| B. I am a participant in/graduate from the Greater Relief Opportunity for Work (GROW) program. | <b>Yes</b><br><input type="checkbox"/> | <b>No</b><br><input type="checkbox"/> |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

Proposal Submitted By:



Wintech Staffing Group, Inc (WSGI)

2699 White Road, Suite 252

Irvine, CA 92614

714-541-1920

In Response To:

As-Needed Skilled Accounting Services  
(2014-AN010)

Issued By:

County of Los Angeles  
Department of Public Works

ORIGINAL

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## Letter of Transmittal

February 24, 2014

County of Los Angeles  
Department of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803  
626-458-5100

Dear County of Los Angeles Representative,

Wintech Staffing Group Inc. has submitted our proposal for solicitation 2014-AN010 (As-Needed Skilled Accounting Services) and understands that upon award of this contract, we will be responsible for the staffing of Professional Accountants, Accounting Technicians, and Accounting Clerks upon request by the County of Los Angeles for the duration of this contract.

The followings are the members of Wintech Staffing Group Inc. that will be making representations on the company's behalf during the life of this contract:

Winston Mosbergen  
President/CEO

2699 White Road, Suite 252

Irvine, CA 92614

[REDACTED]

[REDACTED]

[REDACTED]

Ken Mosbergen  
Senior Recruiter  
2699 White Road, Suite 252  
Irvine, CA 92614

[REDACTED]

[REDACTED]

Scott Rice  
Government Contracts Manager  
2699 White Road, Suite 252  
Irvine, CA 92614

[REDACTED]

[REDACTED]

[REDACTED]

Corinna Aguiar  
Recruitment Assistant  
2699 White Road, Suite 252  
Irvine, CA 92614

[REDACTED]

[REDACTED]

Sincerely,



Winston Mosbergen  
President/CEO

# California Secretary of State Debra Bowen

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## Business Entities (BE)

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## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 21, 2014. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	WINTech STAFFING GROUP, INC.
Entity Number:	C2242129
Effective Date:	01/01/2001
Status:	ACTIVE
State:	CALIFORNIA
Principal Office:	2699 WHITE ROAD, SUITE 252
County/Zip, State, Zip:	IRVINE CA 92614
Director/Secretary:	WINSTON H MOSBERGEN
Registered Address:	2699 WHITE ROAD, SUITE 252
County/Zip, State, Zip:	IRVINE CA 92614

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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SECRETARY OF STATE ELECTIONS & VOTER INFO CAMPAIGN FINANCE CALIFORNIA BUSINESS PORTAL ARCHIVES MUSEUM

## Results Detail

Last statement filed on: 11/5/2013

<b>Corporation</b>		
WINTech STAFFING GROUP, INC.		
<b>Number:</b> C2242129	<b>Incorporation Date:</b> 1/1/2001	<b>Status:</b> Active
<b>Jurisdiction:</b> CA	<b>Type:</b> Domestic Stock	
<b>Address</b>		
2699 WHITE ROAD, SUITE 252		
IRVINE, CA 92614		
<b>Agent For Service Of Process</b>		
WINSTON H MOSBERGEN		
2699 WHITE ROAD, SUITE 252		
IRVINE, CA 92614		

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to [Statement of Information](#) for the forms and instructions.

[Search Results](#)

[New Search](#)



JANUARY 1, 2000

INCORPORATED UNDER THE LAWS

OF THE STATE OF CALIFORNIA

NUMBER

SHARES
10000



**Wintech Staffing Group, Inc.**

AUTHORIZED 10,000 SHARES COMMON STOCK

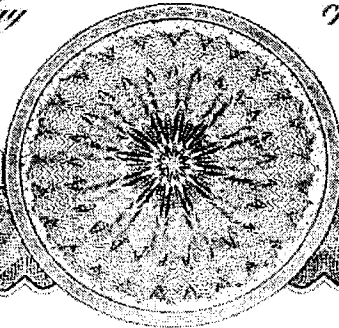
*This Certifies that* WINSTON H. MOSBERGEN *is the*  
*registered holder of* TEN THOUSAND *Shares*  
*of the above named Corporation, transferable only on the books of the Corporation by the*  
*holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed*  
*by its duly authorized officers and its Corporate Seal to be hereunto affixed*  
*this* 1st *day* *of* January *U.S.* 2001

*Winston H. Mosbergen*

Winston H. Mosbergen

SECRETARY



*Winston H. Mosbergen*

Winston H. Mosbergen

PRESIDENT

# STOCK TRANSFER LEDGER

NAME OF STOCKHOLDER	PLACE OF RESIDENCE	DATE BECAME OWNER	FROM WHOM SHARES WERE TRANSFERRED (IF ORIGINAL ISSUE, ENTER AS SUCH)	CERTIFICATES SURRENDERED		CERTIFICATES ISSUED		AMOUNT PAID THEREON	BAL- ANCE SHARES HELD	DATE OF TRANSFER	TO WHOM TRANSFERRED
				NOS.	NO. OF SHARES	NOS.	NO. OF SHARES				
Winston H. Mosbergen	California	01/01/2001	Original			10000	1	10000			

## **Experience**

### **Company Background**

Wintech Staffing Group, Inc. (WSGI) is a California based corporation, established in 1998, and founded by Winston H. Mosbergen, President/CEO. Our company's initial and primarily focus has been and still is to provide highly qualified professional candidates to support our clients' core business units. These positions range from the Financial Services, Information Technology (IT) Executives, management levels, Helpdesk and Desktop Support positions, and many other specialized positions that support the various Databases, Networks, Applications Development, Quality Assurance, Disaster Recovery, Lease/Asset Management, and Project Management under various platforms.

Because of our sixteen (16) years of success and client partnership, our clients have solicited us to assist them with their other staffing needs in their business units that require unique skills with specialized software/hardware experiences. Our current diverse staffing specialties have successfully grown over the past six (6) years to include: Finance/Accounting, Human Resources, Quality Assurance and other specialized management positions unique to their perspective industry.

We have serviced major corporations nationwide since 1998 across various industries; Retail, Insurance, Financial, Automotive, National Defense, Healthcare and others. Our professional team of experts has worked collectively in this industry for more than thirty years.

Our mission is to provide our clients nationwide with highly skilled Professional Candidates who will complement their business requirements. It is equally our desire to engage our Professional Candidates with employment opportunities where they will be appreciated and are appropriately commensurate for their unique skills and the valuable contributions they will make to our client's organization.

Our unique and diversified Technology and Business experiences give us the in-depth knowledge of our client's daily responsibilities and challenges. This allows us to thoroughly understand our their needs and better select the most feasible candidate(s) for the position. We are committed to providing the highest level of service and we will do everything possible to meet our client's needs.

### **Specific "Financial/Accounting" staffing experience**

WSGI is in compliance with "Minimum Mandatory Requirements" outlined in Part I, Section 1.B of the solicitation because over the past 6 years WSGI has been responsible for staffing a variety of Financial Services personnel to our clients. This personnel includes Bookkeepers, Accounting Clerks, Accounting Technicians, and Professional Accountants.

We have not only successfully managed these accounts, but because of our efficient, organized and team oriented approach to staffing, our Fortune 500 customers who previously looked to us for only Information Technology or other industry personnel are now coming to us for their financial services staffing needs as well. Our clients come to us when they require the highest quality personnel in a timely manner, but also when they have very specific and diverse requirements that are hard to find.

One of WSGI's oldest customers, Hyundai Information Systems North America (HISNA), has tasked us to staff various levels of Accounting Professionals over the past 6 years throughout their 12 individual business units nationwide.

Overall, WSGI can be characterized as a leading edge Professional/Technical Staffing services organization that provides staffing for divisions within our large Fortune 500 clients in the areas of Financial Services, Administration, Purchasing, and other critical positions.

### **Organizational Structure**

WSGI utilizes a lean and efficient organizational structure to ensure high quality and on-time delivery of services for every contract. The positions involved in this contract with the County of Los Angeles, upon award, will include:



### **President/CEO - (Project Safety Official, Quality Assurance Inspector)**

Winston Mosbergen has 32 years of professional managerial experience and has been President/CEO of Wintech Staffing Group, Inc. (WSGI) for the past 15 years. Within the first 3 months of establishing WSGI, Winston obtained several recruitment contracts with Fortune 500 firms that caused his internal administrative staff to grow very quickly.

Under Winston's leadership and guidance, WSGI's revenue has grown to average \$2 Million each of the past 5 years through long-term Fortune 500 relationships.

*Key Roles:*

Winston is responsible for overseeing the activities of the Government Contracts Manager, Senior Recruiter, and the Recruitment Assistant to ensure high quality and timely responses to each staffing request submitted by WSGI clients.

Due to his diverse business experience and technical background, Winston is very hands-on in the recruiting and staffing process. He works directly with the Senior Recruiter to find the highest quality candidates and ensures they meet the technical needs of each client.

Winston is the designated **Project Safety Official** who will be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary.

He also performs the duties of the **Quality Control Inspector** who will ensure his team follows WSGI's standard Quality Assurance Program. It is Winston's duty to enforce this program through training, management and inspection of each team member's work.

**Government Contracts Manager**

Scott Rice has over 5 years experience managing Federal, State, and Local contracts and is the Government Contracts Manager for WSGI. His diverse background in contracting gives him the unique experience needed to successfully manage WSGI's government contracting efforts.

He is responsible for administering and maintaining WSGI's vendor profiles in systems such as LA County's Vendor Self Service Portal, State of California (BidSync), the System for Award Management, complimentary SBA Portals and all other government systems where WSGI must maintain an active registration.

*Key Roles:*

Scott is responsible for understanding contract terms, regulations, and practices of each government customer of WSGI. He manages the proposal development process and ensures that each team member understands his or her roles and expectations under each contract.

It is his duty to ensure that both the Senior Recruiter and Recruitment Assistant understand the exact skills, experience and other requirements mandated by the agency for each position. He reviews the Scope of Work and other pertinent sections of each solicitation with the team members to ensure everyone is on the same page.

As the Government Contracts Manager, Scott will work directly with Los Angeles County Contract Analyst, Angela Cho, and all other necessary personnel to handle all contract related inquiries, questions and concerns throughout the life of this contract.

### **Senior Recruiter**

Ken Mosbergen has over 10 years of professional experience with 5 of those years in the staffing industry as a recruiter. As Senior Recruiter at WSGI for the past 4 years, Ken has been responsible for interpreting job descriptions and recruiting the highest qualified candidates. These candidates have spanned industries such as Financial Services, Information Technology, National Defense, Automotive, Insurance, Healthcare and Retail. Ken has successfully staffed various levels of Accountants over his 4 years as Senior Recruiter. He has been responsible for developing and maintaining many of WSGI's customer accounts that require a diverse skillset in their accounting personnel.

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#### ***Key Roles:***

It is Ken's job to receive, understand and interpret job descriptions sent from WSGI's clients. He develops a list of key components for each position, sources through WSGI's internal database with support from the Recruitment Assistant to formulate a short-list of candidates.

He screens each candidate via phone, video chat, and/or in person before identifying 2-3 finalists for submission to the client. It is a standard practice of WSGI to have 1-2 'back-up' candidates as a contingency should a candidate need to be transferred out for any reason.

During this interview process, he conducts technical reference and education verifications and will ensure each finalist is cleared through proper Background Check channels.

Ken will work directly with the Los Angeles County Contract Manager, Leanne Hall, and all other necessary personnel to ensure a high-quality placement of the Professional Accountant, Accounting Technician and/or Accounting Clerk upon the request of Los Angeles County.

### **Recruitment Assistant**

Corinna Aguiar has 9 years of professional experience working in an administrative capacity. Her experience with clerical work, financial documents and customer service makes her a perfect fit for the Recruitment Assistant role with WSGI. She has been with WSGI since 2011 and has been key to the growth of our company.

Her daily duties include administering and maintaining WSGI's internal RESUMate database, supporting the Senior Recruiter by preparing resumes and new hire documentation, managing Human Resources activities such as Employment Development Department and Child Support Services forms and other general office administration.

*Key Roles:*

Corinna is responsible for administering Criminal Background Checks for each employee that WSGI staffs and will manage the process for LiveScan (fingerprint) background investigation through the California Department of Justice.

She supports the Senior Recruiter by preparing Candidate Introductory Summaries and Resumes to be submitted to WSGI's clients. She is also responsible for tracking all time sheets for our employees, ensures they are signed appropriately by the manager and submits them to WSGI's payroll services for paycheck generation. Following paycheck generation, Corinna is responsible for archiving and maintaining all applicable payroll documentation.

As the Recruitment Assistant, it is her duty to support the Quality Assurance Inspector to ensure WSGI's Quality Assurance Program is followed. She archives and maintains various administrative files, logs, spreadsheets, calendars, hard/soft files and other records. Her involvement in WSGI's documentation process makes her a key support person to ensure all members of the staff follow our Quality Assurance Program.

**RESUME OF:**

**Winston Mosbergen,  
President/CEO**

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**WINSTON H. MOSBERGEN**  
**President/CEO**

**SUMMARY:**

Entrepreneurial spirit, determination coupled with 30+ years of Business Management experience with full Profit & Loss responsibilities, Sales & Marketing leadership, Client Development, negotiator of contracts and service agreements with major corporations has satisfied me immensely. My prior 25+ years has been as an Information Technology professional with management responsibilities for major corporations have included the development of Information Technology division, constructed four (4) Mega Data Center Facilities; managed and operated Data Center Operations, Network Communication Centers, Technical Support groups, and Applications Development Teams.

Primary strengths in leadership, building client relationships, project management, and people management utilizing effective interpersonal communications at all levels with various industries with ability to negotiate and determined to achieve positive results prepared me in the startup & development of our staffing company, Wintech Staffing Group, Inc.

**PROFESSIONAL EXPERIENCE:**

*President/CEO and Business owner of Wintech Staffing Group, Inc., Irvine, CA.  
June 1999 to present*

In May 1999, I formally established Wintech Staffing Group, as a sole proprietor and opened our first office in the City of Canoga Park, (Los Angeles county), CA. Our primary focus was to provide Information Technology candidates for contract, contract-to-hire and permanent placement opportunities to clients in the local Southern California area.

Within the first three months we obtained several recruitment contracts with major Fortune 500 firms that immediately required us to expand our recruitment staff that grew within the first year to a staff of eight.

On January 1, 2001, Wintech Staffing Group became incorporated as a California based "S" corporation of which its charter defines Wintech as a specialized IT staffing firm. Because of the growing demand, we were also drawn into the (high-tech) Engineering sector and opened a satellite office near Silicone Valley landing about 12 staffing contracts. The revenue forecast in August 2000 for year 2001 was expected to close with revenues to exceed 50% of previous year 2000 to \$1.5 million.

Overall, our corporation can be characterized as a leading edge Technical Staffing services organization that also provides staffing for other entities within our clients Fortune 500

companies in the areas of finance, administration, purchasing and other critical positions that required confidentiality.

On September 11, 2001 (the NY tragedy), all of our plans to expand came to abrupt halt! All of our clients placed their future staffing requirement on hold. Wintech Staffing closed its satellite office in No. California and survived with our long term contracts with a few major clients with limited new requirements.

Towards the end of 2004, we were convinced that the worst is over and we began to see a continued increase of IT staffing requirements and began to re-staff our recruitment group.

On March 01, 2005, we relocated to Orange County and placed office in a strategic location so that we can continue to service multiple counties; L.A., Ventura, Orange, San Bernardino, Riverside and San Diego more effectively.

As of 12/31/10, and in spite of the economy, Wintech Staffing Groups has met its revenue goals of \$2.0M for the past two (2) years:

2013 - Wintech Staffing Group, Inc. reached revenues of \$2.3 million.

2012 - Wintech Staffing Group, Inc. reached revenues of \$2.0 million.

2011 - Wintech Staffing Group, Inc. reached revenues of \$2.0 million.

**PREVIOUS CAREER IN UPPER MANAGEMENT FOR MAJOR CORPORATIONS:**

*Arcos Data Security Systems, Inc. (an Iron Mountain Co.)*

*Feb '96 – Feb '99*

*Promoted to **General Manager responsible for three (3) branches**, servicing over 2500 clients in So. CA. with clients/account responsibilities from Santa Barbara county to north of San Diego County with sales revenue of \$8.7 million. Overall responsibility for the security and P&L accountability for all three locations which includes; the sales/marketing, client relations, administration, and a highly secured warehouse & vehicle operations.*

*Hired as the Branch **Manager of Simi Valley, CA** was directly responsible for the management of one of the branches (Simi Valley, a staff of 21. During my tenure increased the client base from 176 to 258, revenue of \$2.3 Million and increased the average profit margin of our data product line from 11% to 19%+. Within 16 months was promoted to General Manager.*

*DRT Systems Int'l. A division of Deloitte & Touché Consulting Group*

*Jan '92 - Feb '96*

**Lead Information Technology Consultant** responsible for working with several Data Centers in Southern California. Consulting responsibilities include Facilities Management and Project Management. Management responsibilities have included:

- Managing the Data Center of an Eastman Kodak Company, effectively coordinating the computer operations staff in a 7 day X 24 Hr. operation. Approving the production schedules, managing the change control process, and coordinated all facilities management changes cost effectively. Assisted in the successful enhancement of the production scheduling system which reduced processing time by 4% and scheduling errors by 82%.
- Successfully managed the relocation of a multi-platform Data Center of an international corporation. The scope of this project ranged from the review & documentation of the current systems, providing relocation alternatives (identifying the risks, impact with associated costs), producing the relocation plan, selecting the vendors and managing the entire relocation efforts on schedule and within budget.
- Developed a Multi-platform Disaster Recovery Plan (DRP) for an international corporation. Scope and responsibilities included the preparation of the Request for Proposal (RFP), and the selection and review of three reputable disaster recovery vendors. Negotiated a three year service contract for the client. The DRP was audited by Coopers and Lybrand, reviewed by ISSC which received approval from both.
- Project Manager for migration to MVS/ESA V5.1, CICS V4.1 and LAN installation. Provided project task lists, project monitoring and reporting.

#### *Thrifty Corporation*

*Sep '89 to Jan '92*

As **Director of Information Operations Systems** managed a staff of 80+ Technical/Support with three direct reports. Utilized an IBM Mainframe 3090-500E in an MVS/ESA environment. Major successful accomplishments have included;

- Re-engineered the Computer Services Group, which improved the department's effectiveness and achieved a \$70,000. annual savings.
- Responsible for the department's annual Budget of \$5.3 M and Expense control.
- Developed a Help Desk within the Production Services group which greatly improved customer response & relations.
- Designed & coordinated the Data Center Expansion to support additional disk storage expansion and CPU upgrades on schedule and within budget.
- Assisted with the development of a Disaster Recovery Plan for the data center.
- Managed the Problem and Change Control process
- Participated in the development and implementation of a multi-company User Service Level Agreement.
- Project Manager for the successful implementations of Automated Report Distribution System (1740 reports), Tape Mgmt. System (4200+ Library), and Production Job Scheduling System, with over 1500 production jobs in a multi-company environment.

*Weyerhaeuser Mortgage Co.*

*Aug '88 to Sep '89*

**A.V. P, Director of the Data Center** responsible for the Computer Operations, Data Control, Technical Support and Network Communications, a staff of 18, supporting a Dual IBM Mainframe in a VM, OS/VS1, DOS/VSE environment. When plans to centralize and establish a corporate data center were terminated due to the financial condition of the company, successfully built and implemented a Print Operations Facility and assisted with the relocation of the data center and effectively transferring its responsibilities to the parent company's service bureau located in Tacoma, WA.

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*Technicolor Inc.*

*Jun'84 to Jul '88*

Promoted to **Director of Information Systems** for Technicolor, Inc. directed a staff of sixteen Programmer/Analysts and Project Managers. Led project in the merging of CBS/FOX Video Company into Technicolor's Video Division with the implementation of a Home Video Production and Accounting Systems. Developed and implementation of an Automated Purchase Order and Return Authorization Systems.

As **Data Center Manager**, had responsibility for Computer Operations, Production Control, Communications Network Facility, Data Entry and Technical Support. Operating in an IBM 3081 Mainframe MVS/XA environment managing a staff of fourteen. Major accomplishments included:

- Managed the construction of a new Data Center in 31/2 weeks (on schedule under budget)
- Established communications connectivity for seven acquired companies
- Implemented Change Control & Problem Management process
- Successfully migrated from an IBM 4381 to an IBM 3081 mainframe (via capacity planning process)
- Prepared entire IS Budget for 4 years, controlled expenses and managed under budget (average of 3% yearly)

*Aratex Services, Inc.*

*Apr'82 to May' 84*

**Manager of Technical Support** directed the technical staff in the installation upgrades and maintenance of software products on an IBM 3031, VM/CMS, OS/VS1, IMS DB/DC and DOS/VSE environment. Project Management responsibilities included, the development of an Automated Energy Reporting System, implementation of the MSA Fixed Assets System. Developed and implemented an in-house Project Management standards manual.

*Other Positions Held:*

Computer Services Manager, Computer Operations Supervisor, Production Control Coordinator and Computer Operator.

**TECHNICAL**

Hardware/Software Systems:

IBM 3090, 3081, 43XX, 360, AS/400, PC's, Burroughs-5500, Nixdorf/Entrex, MVS/ESA, XA, TSO, ISPF, DOS/VSE/POWER, VM, CICS, ADR/DB, Microsoft/Windows PC products such as Word, Excel, PowerPoint, etc..

**EDUCATION COMPLETED**

East L.A. College – 1964-65 General Science & Mathematics

Pasadena City College - 1965-70 General Accounting/Business

Penn State University - 1970-71 Completed Business Management Program

Have attended many IBM & other OEM Technical Training classes, Executive Workshops and seminars.

**RESUME OF:**

**Scott Rice,  
Government Contracts Manager**

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**SCOTT RICE**  
**Government Contracts Manager**

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**Objective**

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My objective is to manage the government contracting operation within a company or agency where I can utilize my experience and knowledge of computer systems, business development and government procurement processes to advance my career and lead a dynamic and innovative team.

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**Government Contracting Skills**

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- Contract Experience: Firm Fixed, Cost Plus, IDIQ, BPA, T&M, GSA MAS, Seaport-e, SEWP
- Solicitation Review: RFP, RFQ, RFI
- Technical proposal writing
- Wide Area Work Flow (WAWF)
- Socio-Economic Program Applications and Set-Aside Requirements (SDVOB, WOSB, 8(a), HUBZone)
- Locating open solicitations (FBO, NECO, BidSync, FedBid, and other state/local/prime systems)
- FAR & DFARS research
- Research procurement history
- Basic registrations (D&B, SAM, SBA Profile, BidSync)
- Identifying industry classification codes (NAICS, FSC, PSC, UNSPSC)

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**Computer Skills**

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- Microsoft Office (Word, Excel, Powerpoint, Access)
- Adobe CS 6 (Dreamweaver, Fireworks, Photoshop, InDesign, Flash)
- Xcode 4.6 (iOS development, Objective C language)
- HTML, PHP Customization, Objective C, CMS Customization (Wordpress)

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**Work Experience**

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**Wintech Staffing Group, Inc. - Government Contracts Manager Feb 2014 – Present**

As Government Contracts Manager at Wintech Staffing Group, I am responsible for working on all aspects of their government contracting initiatives. This includes but is not limited to:

- Managing various vendor registration accounts
- Acquiring and maintaining contract vehicles such as GSA Sch. 73

- Effectively market Wintech Staffing Group to various Public Agencies
- Identify contracting opportunities and develop a work plan to respond effectively
- Project Lead when develop responses to solicitations (RFPs/RFQs)
- Recruiting qualified staff for these government contracts
- Train staff on how to process invoices through various systems such as Wide Area Work Flow

I am responsible for making sure that Wintech Staffing Group continues to grow in the public sector and keeping our team up to speed with new regulations, requirements etc that may affect us in the pursuance of these contracts.

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**RCCD Procurement Assistance Center (PAC) - Procurement Specialist Feb 2012 – Feb 2014**

The Procurement Assistance Center is a federally funded (PTAC) organization put in place to assist small businesses do business with Federal, State, and local government agencies. As the Procurement Specialist, it was my job to assist business owners when issues would arise relating to their government contracting efforts. With the variety of industries and agencies covered, I had to stay on top of current policies and regulations as well as be prepared to respond to customized requests very quickly.

I typically have 20-30 requests on my desk at any given time and am very successful in making sure each client gets the assistance they require. Many of which directly result in contract awards. Listed below are many of the general topics of my counseling sessions. I provide this assistance in one-on-one environments, group sessions, workshops and agency/business presentations at tradeshows and other events.

My main duties include:

- Solicitation analysis (RFP, RFQ, RFI)
- Technical proposal development
- Working with a variety of contract types (Firm Fixed, Cost Plus, IDIQ, BPA, T&M)
- Working with a variety of contract vehicles (GSA MAS, Seaport-e, SEWP)
- Training businesses on the Dept. of Defense's Wide Area Work Flow (WAWF) system
- Presenting the 'set-aside' program requirements to clients
- Preparing 'set-aside' program applications
- FAR/DFARS research, explanation and clarification.
- Preparing basic registrations (D&B, SAM, DSBS, BidSync)
- Locating business opportunities (FBO, NECO, BidSync, FedBid, and other state/local/prime systems)
- Developing capability statements
- Identifying industry classification codes (NAICS, PSC, UNSPSC)



**Ohio Procurement Technical Assistance Center (PTAC) - Intern     Jun 2008 – Jul 2009**

I worked for the federally funded Ohio Procurement Technical Assistance Center (PTAC) hosted at the Edison Material Technology Center. PTAC is a non-profit organization put in place to assist small businesses in the government contracting process.

My duties included:

- Registering businesses in CCR, ORCA, SBA Profile
- Determine business capabilities and develop a capability statement
- Match business capabilities with open solicitations (RFP, RFQ, RFI)
- Research and provide procurement history on government purchases
- FAR & DFARS research
- Responding to client inquiries on a daily basis
- 3 in-office client meetings per day
- One-on-one and group counseling sessions

**Freelance Web Developer**

**Sep 2009 - Present**

Outside of government contracting, I have a passion for web development. I develop websites, iOS applications and other web-based programs for small and medium sized businesses. Over the past 4 years, I have managed a team of 2-5 developers handling projects in the United States, Canada and Italy.

My duties include:

- Leading a team of 3-5 developers
- Managing a total of 150-200 domestic and international projects.
- Write client contracts (Pricing, Scope of Work, Performance Period)
- Handle client issues as they arise
- Develop custom websites and Native iOS Applications
- Integrate CMS Systems
- Optimize websites to achieve top Google ranking

**Education**

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**Bellarmino University**

**Sep 05 – Jun 06 (Focus: Economics)**

I began my degree track with a focus in Economics while a member of the Bellarmine University Men's Soccer Team.

**Wright State University**

**Sep 06 – Nov 11 (B.A. Economics)**

I transferred to Wright State University in 2006 where I graduated with my BA in Economics.

**RESUME OF:**

**Ken Mosbergen,  
Senior Recruiter**

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**KEN MOSBERGEN**  
**Senior Recruiter**

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**OBJECTIVE**

*To excel as an IT/Corporate Recruiter, while efficiently producing for an established company I can advance with and offer my skills and expertise.*

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**SKILLS**

MS Office Word, Excel, & Outlook, RESUMate, Kaspersky/AVG anti-virus, Lotus Notes, HP/Brother printer

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**EXPERIENCE**

Wintech Staffing Group, Inc.-(08/10~Present)  
**Sr. IT Recruiter**

Wintech Staffing Group, Inc. (WSGI) is a California based corporation, established in 1998. The company's initial and primarily focus has been and still is to provide highly qualified Information Technology candidates to support our clients' core IT business units. These IT positions ranged from the IT Executives (V.P, CIO, CTO, Director), management levels to the ever so important Helpdesk and Desktop Support positions, and many other specialized positions in between that support the various Databases, Networks, Applications Development, Quality Assurance, Disaster Recovery, Lease/Asset Management, and Project Management under various platforms.

We have serviced major corporations nationwide since 1998 across various industries; Retail, Insurance, Financial, Automotive, National Defense, Healthcare and others. Our professional team of experts has worked collectively in this industry for more than thirty years.

)) Full Life Cycle Recruitment Process ((

- ~ Identifying key components of the job description
- ~ Candidates Sourcing & Networking various outlets
- ~ Screening candidates via phone
- ~ Screening candidates in person
- ~ Generate Candidate Introduction Summary
- ~ Submit to the hiring management
- ~ Conduct a reference and background check (criminal, technical references, & education)
- ~ Coordinate interviews with the client and candidate
- ~ Physically introduce candidate to the client for first interview.
- ~ Negotiating potential offers / compensation

Affiliated Computer Services, Inc. a Xerox Company-(12/05~01/09)

(Supported client on-site at Valeant Pharmaceuticals)

**Information Management Specialist/Site-Lead/Desktop Support**

- Project Lead for international PC refresh rollout. Migrating from Lotus Notes to MS Outlook. Oversaw and cross-trained onsite technicians for international sites. Upgraded hardware, updated inventory list and rolling out 10-20 PC's/night. Responsible for reports/updates to Upper management regarding migration status as well as inventory reports to Asset management. (Brazil, Australia, Turkey, Budapest, Spain, Latvia)
- Top producer in PC image refresh, gathered data for asset management, quality control for image testing, hardware repair on Lenovo laptops/HP desktops, vendor relations regarding valid warranty replacements, trouble shooting end-user PC's/laptops.
- Site Lead required gathering "site specific" data prior to rollout of each site from: software, keyboard configurations, compatible & non-compatible hardware as well as languages. Worked with Project Mgr. to assure all users were scheduled and imaged in a timely manner along with trained on the new image and its different look and feel.
- Transitioned into Desktop services for the client following the completion of project "Nexus". Worked with Peregrine ticketing system supporting the HQ office with day to day operations from new end-user setups, MAC's, BB device setup, Active Directory password resets and Executive support.
- Met directly with clients and remotely to resolve any end-user issues from: wireless/network, printer, BlackBerry, hardware issues, MS applications, Adobe, Lotus Notes, hard drive failure, scanners, MAC's and anti-virus issues.

Pomeroy Staffing- (09/04~11/05)

(Contracted out to Ameriquest Mortgage & Argent)

**Move Team Lead/Desktop Support**

- Managing schedules and coordinating/leading 8-10 technicians for night moves of corporate PC's, laptops, printers, scanners and phones from one location to another or different floors in the same building.
- Oversaw a team of up to 10 technicians with a fast and thorough setup of equipment and reconnecting printers/fax machines. Sending out a report to management with the status of the moves.
- Following up with half of the team from the previous night for next day support of end-users. Confirming all work stations were setup and users are ready for the work day. Sending off a report to management of the results from that day.

Expocell Battery, Inc.- (10/03~09/04)

**Customer Service/Warehouse Manager**

- Maintained warehouse inventory, shipping/receiving, customer relations and collection of invoices.

- Worked with owners to operate a small business in a big industry.
- Traveled to promotions to promote and research our competition.

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## EDUCATION

Associate Science Degree in Video Production - Art Institute of Phoenix 1999- 2001

**RESUME OF:**

**Corinna Aguiar,  
Recruitment Assistant**

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**CORINNA AGUIAR**  
**Recruitment Assistant**

**SUMMARY**

Responsible, determined, detailed-oriented, and outgoing product developer with the following proficiencies:

- Administration Experience
- Rigorous communication, and organizational skills
- Multi-tasking
- Microsoft Word, Excel, Power Point, and Outlook
- Bilingual (English/Spanish)

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**EDUCATION**

**University of Phoenix, Costa Mesa**  
Bachelors Degree/Criminal Justice and Human Services **2011 to Present**

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**EXPERIENCE**

**Recruitment Assistant** **Jan. 2011 to Present**  
*Wintech Staffing Group, Inc, Irvine, CA*

- Strong work ethic, superior interpersonal customer service, and communication skills
- Receiving phone calls, and directing calls to the appropriate department
- Emailing with clients on a daily basis, such as managers, procurement department, and contractors, etc.
- Handle inbound and outbound mail
- Criminal Background Checks/USAintel
- Administering RESUMate database
- Preparing resumes for recruiters
- Preparing new hire documentation
- Knowledgeable with **COATS** system
- Handling Human Recourses activities (**Employment Development Department, and Child Support Services forms**)
- Collecting weekly timesheets from contractors.
- Printing weekly checks and mailing them.
- Clerical duties
- Maintaining various administrative files, logs, spreadsheets, calendars, digital files, and records

- Maintaining a clean and presentable working environment
- Tracking payment of invoices
- Tracking and ordering of office supplies

**Sales Associate  
2011**

**November 2009 to January**

*Bloomingdales, Newport Beach, CA*

- Three years of experience in diverse customer service and retail sales
- Coordinating daily cash balancing
- Styling
- Inventory control and processing bi-weekly shipment
- Suggestive selling
- Product knowledge and how to increase sales
- Building long lasting customer relationships
- Greet customers upon entering
- Cashier
- Make sure store is always suitable for customers.

**Receptionist/Cashier**

**February 2007 to June 2008**

*Saturn of Santa Ana, Santa Ana, CA*

- Excellent customer service
- Data entry
- Scheduled appointments for service and parts departments
- Full responsibility over all inbound calls
- Clerical work
- Responsible for daily bank deposits
- Transporting customers (if needed)
- Cashier

**Receptionist**

**December 2005 to January 2007**

*Law Offices of Alfredo Amezcua and Associates, Santa Ana, CA*



- Data entry
- Keeping track of customers payments
- Distribute mail
- Clerical work
- In charge of phone court calls
- Customer service

**VOLUNTEER WORK**

*Orangewood Children's and Family Center, Orange CA*

**January 2014 to present**

**References Available Upon Request**

## **Work Plan**

Wintech Staffing Group, Inc. follows a very detailed staffing process for each employment request we receive. We have been following this process for over 10 years with a very high level of success. The plan detailed below shows how upon receipt of a request from the Contract Manager, WSGI will quickly and effectively provide the required candidate.

### **Work Plan Highlights**

- **Quality Control Inspector:** The President/CEO will be the designated Qualified Quality Control Inspector and will be responsible for the implementation and enforcement of Wintech's Quality Assurance Program.
- **Education, Certificate, and Experience Verification:** WSGI will verify the education, certificates, and experience required to perform the requested job during the interview process. (See Step 8)
- **Background Check:** LiveScan (fingerprint) background check ran through the California Department of Justice. (See Step 11)
- **GAIN/GROW Employment Commitment:** WSGI will consider candidates from the GAIN and GROW Employment programs if candidates meet all minimum requirements mandated by the County and WSGI deems them a good fit for hire. (See Form PW-10)
- **Flexibility of Candidates:** The Senior Recruiter ensures the flexibility of our candidates two different times during the 'Staffing Process'. (See Step 6 and Step 8)
- **Delivery Time:** We estimate that our team can provide the Contract Manager with a qualified candidate within 5 business days of the official request. (This assumes the estimated 3-day response time of the mandatory LiveScan Background Checks)

### **Staffing Process Details**

1. Upon the receipt of every staffing request, our team will spend quality time making sure that we thoroughly understand what the County of Los Angeles is looking for in a candidate.
2. Our team anticipates the questions that the candidate has regarding this particular employment opportunity and provides them with a response based on our understanding of the needs of our client.
3. The Senior Recruiter utilizes all of the resources available to WSGI to locate qualified candidates to choose from, such as: Wintech's internal RESUMate database, business referrals, social media, the internet, Monster.Com, DICE.Com, CareerBuilder.com, Craigslist, past candidates, past contract employees, etc.

- a. WSGI will consider using the GAIN and GROW programs to fill each opening when applicable candidates are available and meet the requirements for the requested position.
4. The Senior Recruiter and Recruitment Assistant both dissect each resume that may complement the list of requirements and skills that we have identified for this position.
5. The Senior Recruiter will select those resumes that complement all of the key ingredients that the County of Los Angeles has identified in the job description.
6. The Senior Recruiter will contact the candidates via telephone and/or email to review the job description and ensure the candidate is willing to travel and work throughout Los Angeles County upon request. At this point, the Senior Recruiter informs the candidates that they may be required to work unusual and long hours.
7. The President/CEO and Senior Recruiter will have a minimum of two intensive interviews (time permitting) via phone and/or in person depending on the physical location of the candidates.
8. During the interviews, the Senior Recruiter will make sure that the candidates receive a copy of the job description. He will also provide them a detailed interpretation of the needs and expectations of the County of Los Angeles. This includes an agreement that the candidate is flexible and willing to work in various locations throughout Los Angeles County and is ready to work unusual and long hours. At this point, the candidate will also provide us with verification of any certificates, education levels and experience required in this contract.
9. The President/CEO and Senior Recruiter will rank the best candidates for the position.
10. The Recruitment Assistant will prepare the candidate documents and send to the Senior Recruiter for review. Documents include:
  - a. Candidate Summary Sheet: Highlights the key ingredients that the candidate possesses along with other pertinent information that may not be found on the resume.
  - b. Candidate Resume: Original resume submitted by the candidate.
11. The Senior Recruiter will submit the candidate's Resume & Summary Sheet to the County immediately upon receiving "Clear" results following the LiveScan (fingerprint) Background Check ran through the California Department of Justice.

12. Upon approval of our candidate by the County's Contract Manager, the Senior Recruiter and/or Government Contracts Manager will coordinate and schedule an onsite interview (if needed) or will simply coordinate a start date/time/location.
- a. The President/CEO and/or Senior Recruiter can be available to introduce our candidate to the County's Contract Manager if requested.
  - b. Upon the County's request, we will provide the County with other items such as reference checks, background checks, income verification, etc. to validate and confirm their selection.
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13. The Government Contracts Manager, Senior Recruiter, and/or other applicable WSGI staff will perform periodic progress checks via phone and/or email with the contract employee and/or County.

## **Quality Assurance Program**

Wintech Staffing Group, Inc.'s entire office layout is geared around our Quality Assurance Program. We work in an open layout to allow for collaboration but also accountability throughout our workday.

Winston Mosbergen, the designated Quality Control Inspector, has a centrally located open office where he monitors the work of his team that will be fulfilling this contract. He is directly involved in the recruiting process to ensure that the County of Los Angeles receives the highest quality candidate within the required timeframe.

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### **Policies & Procedures**

#### **Quality Control Inspector:**

Name: Winston Mosbergen

Title: President/CEO

As Quality Control Inspector, Winston has the authority to implement, change, or stop any process within WSGI without giving prior notice to his employees. He has over 30 years of upper management and business ownership experience and has during that time has developed this Quality Assurance Program.

#### **Work Plan Checklist:**

To maintain the quality & timeliness of service that the County of Los Angeles will receive, we have developed a Work Plan Checklist, which will be completed for each request our team receives from the Contract Manager. The staff member who leads the recruitment process will complete the Work Plan Checklist. The Quality Control Inspector will then verify & sign the document

The Government Contracts Manager will make the Work Plan Checklist available to the County of Los Angeles upon request.

### **Inspection Fundamentals**

#### **Inspection Schedule:**

In the Staffing industry, WSGI has found that periodic/random inspections of processes are the most efficient way to identify and minimize deficiencies in the fulfillment of any contract. This process holds all staff members accountable and keeps them aware of required processes at all times.

The Quality Control Inspector will participate in the recruitment and interview process when he deems it necessary to ensure the County of Los Angeles is receiving the highest quality candidate.

The Quality Control Inspector will also randomly inspect the Staffing Work Plan by requesting

the Work Plan Checklist from the appropriate staff member in the middle of the recruitment process to ensure that the process is being effectively followed.

The Quality Control Inspector will periodically check in with the Contract Manager and/or candidate for a status report on how the current project is going.

**Potential Deficiencies:**

Our Staffing Work Plan is very detailed so we don't expect any deficiencies to occur, but we do have a contingency in place in the event that a change is needed. As a part of WSGI's general processes, we will have 1-2 qualified 'back-up' candidates ready to roll out should there be any necessary changes made with our original candidate.

**Sample Forms:**

The information and forms attached are used to outline required operations, quality levels and general codes of conduct for which all WSGI employees are responsible.

- Employee Handbook
- Work Plan
- Work Plan Checklist

**Quality Control Documentation, Review, and Reporting**

Wintech Staffing Group will document and archive each of the following throughout the life of this contract:

- Employee Handbook
- Work Plan
- Work Plan Checklist
- Candidate Resumes

The Government Contracts Manager will archive the documents and provide them to the County of Los Angeles electronically within 3-5 business days of request by a qualified County representative.



# **EMPLOYEE HANDBOOK AND POLICY MANUAL**

Revised 10/20/10

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8/27/2013

### **I. INTRODUCTION**

This handbook contains information regarding Wintech Staffing Group, Inc., policies, benefits, rules and procedures.

Although it is not a contract or legal document, it is important that all employees read, understand and follow this provisions of the employee handbook and policy manual (the "manual"). It is obviously not possible to anticipate every situation that may arise in the work place or to provide information that answers every possible question. In addition, circumstances will undoubtedly require the policies, practices and benefits described in this manual change from time to time. Accordingly, the Company (reserves the right to modify, supplement, rescind or revise any provision of this manual from time to time as it deems necessary or appropriate in its discretion, in writing and signed by or communicated via email to an Officer of the Company. Employees will be advised of any changes that may occur.

### **II. EMPLOYMENT DESCRIPTION**

#### **At Will Employment**

Your employment with Wintech Staffing Group, Inc. is "at will". "At will" means that the terms and conditions of your employment, may be changed with or without cause and with or without notice, including but not limited to termination, demotion, transfer, compensation, benefits, duties and location at work. Your status as an "at will" employee cannot be changed except through a written agreement signed by the President of the Company. The only conditions of your employment, which may not be changed, are those contained in any written agreement between you and the company.

#### **Full Time Employees**

Full-time employees work at least 30 hours a week.

#### **Part Time Employees**

Part-time employees work on a regular basis for less than 30 hours a week. They are not eligible for employer-sponsored benefits.

#### **Temporary Employees**

Temporary employees work in jobs of limited duration arising out of special projects, abnormal workloads or emergencies. An employee will not change from temporary status to another status unless specifically informed of such change, in writing, by the individual responsible for Human Resources coordination. Temporary employees are not eligible for employer-sponsored benefits.



## **Non-Exempt Employees**

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws. Employees in this category are entitled to premium pay for the work more than 8 hours in one (1) workday or 40 hours in a workweek.

## **Exempt Employees**

Exempt employees include all employees who are classified by the Company as exempt from the overtime provision of the Federal Fair Labor Standards Act or any applicable state laws. Such employees do not record hours worked. An attendance sheet is submitted to record approved Vacation or Sick Time.

## **Rehired Employees**

Rehired employees are considered new employees from the effective date of their reemployment for all purposes, including the purposed of measuring benefits.

## **Vacation and Sick Time**

The company has established a vacation plan for the benefit of our eligible full-time employees. Vacation accrues after ninety days of continuous full time employment. Vacation may be taken after twelve (12) month of continuous employment. However, the President or Chief Financial Office must approve exceptions as to when vacation may be taken. The amount of vacation will depend on how long you have worked for the company. You do not begin accruing any vacation days until you complete three (3) continuous months of service. Upon completion of three continuous months of service, you will earn vacation days based on the following:

Length of Service	Daily Accrual Rate	Annual Benefit
0 – 3 Months	0 Days	0 Days
4 – 60 Months	.02739726	10 Days

You do not earn vacation days while you are on any type of leave of absence. Vacation is accrued up to a maximum of 160 hours; you will not accrue any additional vacation until hours have been used.

Sick time will accrue up to a maximum of 40 hours. If you earned but unused sick day(s) reaches the maximum 40 hours, you will not accrue any additional sick time until hours have been used. Sick Days are not vacation days and will not be authorized for vacation purposes.

## **Insurance Benefits**

Health Insurance will be available, upon employee's request, after 90 days of employment and will be offered to full time employees working at least 30 hours a week and must complete thirteen (13) straight weeks of a 30 hour work week to be eligible.

Wintech Staffing Group, Inc. is an equal opportunity employer. Wintech strives to maintain a working environment that is free from discrimination and harassment – one where employees treat each other with respect, dignity and courtesy. To this end,

Wintech considers unacceptable any conduct or comment regarding a person's age, race, color, creed, sex, national origin, disability or other protected status that fail to respect the dignity or feelings of our employees. Accordingly, discriminatory conduct characterized as harassment is prohibited and will not be tolerated. Should you at any time feel you have received treatment that is by definition harassing or discriminatory you are required to follow our employee grievance protocols (that will be defined on your orientation day by Wintech management).

### **Background Checks and Investigations**

The company recognizes the importance of maintaining a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. For the benefit of all employees and the Company, in furthering these interest and enforcing the Company's policies, the Company may perform, or request that third parties perform, "background checks and investigations may performed by the Company in whole or in part, at the Company's discretion.

### **Drug and Alcohol Policy**

**Prohibition against Drugs and Alcohol:** The Company recognizes the importance of maintaining a safe, efficient and healthful work environment for its employees. Being under the influence of any drug and/or alcohol beverage while on the job may cause serious risks to the employee's health and the safety of others. Therefore, it is the intent of the Company to establish a policy secures a safe, efficient and healthy work environment for all individuals.

The Company absolutely prohibits any use, sale, purchase, transfer or possession of any illegal, controlled, or non-prescribed drug to its employees at any time. In addition, it strictly prohibits employees from being under the influence of alcohol, and/or drug while on duty or performing Company business. Legally prescribed medications only are excluded from this rule and permitted to the extent that the use of such medications does not adversely affect the employee's work ability, job performance or the safety of the individual or others.

### **Drug Testing**

To protect the Company, employees and the public, the Company may conduct drug testing as stated below:

**"Pre-Employment"** – We may require a pre-employment screening of prospective employees for full or part time positions. If required, all candidates must successfully pass a pre-employment drug screening before an offer of employment being made by the Company.

**"For Cause"** – An existing employee will be tested when there is reasonable suspicion that the employee is, or may be, violating the Company Drug and Alcohol policy.

### **Equal Employment Opportunities**

The Company is committed to a policy of equal opportunity for all applicants and employees.

All aspects of your employment, including but not limited to: promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, are based on merit, competence and qualifications. The Company will not discriminate against an employee or applicant for employment because of genetic information or characteristics, race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, or retaliation for having filed a discrimination complaint in the performance of our business or any other protected category.

### **Nondiscrimination on Basis of Disability**

It is the Company policy that: No program or activity shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of his or her ability. Equal opportunity will be extended to qualified persons with disabilities in all aspects of the employer/employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination. We further affirm that we provide reasonable accommodations to the known physical or mental limitations of an otherwise qualified employee or applicant.

### **Liability of Sexual Harassment**

Any employee of the Company, whether co-workers, supervisor or manager, who is found to have engaged in unlawful sexual harassment is subject to disciplinary action up to and including discharge from employment. Any employee of the Company that feels they are being sexually harassed must immediately notify his/her manager and/or the President/CEO (owner of the company). An employee, who engages in sexual harassment, including any manager who knew about the harassment and took no action to stop it, may be held personally liable for monetary damages. The Company will not pay damages assessed personally against an employee. Any alleged sexual harassment must be reported immediately to e

### **Additional Enforcement Information**

In addition to the Company's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of sexual harassment in employment. The addresses and telephone numbers of these agencies can be found in the telephone directory.

### **Other Types of Unlawful Harassment**

In addition to sexual harassment, the Company's policy prohibits all types of harassment which are based on an employee's or individual contractor's genetic characteristics or information, race, color, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation or any other basis prohibited by federal, state or local law. All such harassment is prohibited. The policies and procedures described above apply to all types of unlawful harassment and employees

should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been unlawfully harassed.

### III. CORPORATE

#### Standard of Conduct

Like all other organizations, the Company requires employees to maintain acceptable levels of performance and to promote efficiency, productivity and cooperation within the Company. In all situations employees are urged to act in a mature and professional manner, to do nothing that would reflect poorly on the Company or other employees, to keep the Company's best interest at the forefront and to use common sense and discretion.

The Company reserves the right to summarily dismiss any employee at any time, without prior notice and without cause, just as the employee may voluntarily terminate his or her employment at the employee's option at any time for any reason.

For this reason it may be helpful to identify some examples of types of conduct that are not permissible and that may lead to disciplinary action, possibly including immediate discharge.

Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples that could warrant immediate termination:

- Insubordination, including improper conduct towards a Supervisor or refusal to perform tasks assigned by a Supervisor in the appropriate manner.
- Unacceptable or unsatisfactory job performance
- Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on company property, while on duty or while operating a vehicle while performing company business. This also includes being under the influence of prescription drugs if these drugs severely impair performance. If these drugs must be taken, a medical leave of absence is recommended.
- Release of **confidential information** about the Company or its customers
- Theft or unauthorized removal or possession of property from the Company, fellow employees, customers or anyone on company property.
- Absence for three or more consecutive days without notice
- Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on the Company records.
- Misusing, abusing, destroying, stealing or damaging property of the Company, a fellow employee, a customer or visitor.
- Fighting on company property
- Bringing on company property dangerous or unauthorized materials, such as explosives, firearms, flammable substances, weapons or other similar items
- Sexual harassment or other unlawful harassment of another employee
- Filing a fraudulent Worker's Compensation Claim
- Gross negligent conduct that endangers the health or safety of self, coworkers, customers or visitors.

- failure to meet expected performance levels during the first ninety (90) days of employment
- Gross professional negligence.

### **Tardiness**

Employees are expected to be ready to commence and end work on schedule. Accordingly, arriving late or leaving early in connection with scheduled work times, breaks or meal periods is impermissible. Repeated incidents of tardiness or leaving or work early may result in disciplinary action, including possible discharge. We consider excessive tardiness to be any two incidents within one week and/or any five in one month. Tardiness is defined as not being at your workstation at your designated start time regardless of arrival time to the building.

### **Absenteeism**

The Company cannot condone excessive absenteeism. To that end, absences taken more than available vacation and/or sick pay will be without pay. The **first** such absence will result in a verbal warning. The **second** will result in a written warning probation. The **third** may result in possible termination of employment.

### **Rest and Meal Periods**

Rest and meal periods are scheduled by each employee's Supervisor to ensure that the employee's position and duties will be covered during periods of rest. Two 15 minute paid rest breaks, one during each four-hour period, are provided each full working day. These breaks may not be combined, or added to an employee's meal period. Each employee must also take responsibility to inform their Supervisor if they were unable to take their scheduled break due to an unforeseeable event or work activity and request to reschedule their break immediately.

**A meal period of 60 minutes** is intended to provide employees the opportunity for rest and relaxation. Accordingly, they should be enjoyed away from employee work areas. The meal period must be taken within five hours of the employee's start time. Employees are not permitted to perform any duties during such away periods. Employees are entirely relieved of responsibilities and restrictions during their meal periods, unless they have agreed with their supervisor in writing to work an on-duty meal period that will be paid for by the Company. Employees will not be paid for working through a meal period without this prior authorization. Each employee must also take responsibility to inform their Supervisor if they were unable to take their scheduled lunch break due to an unforeseeable event or work activity and request to reschedule their lunch immediately.

### **Work Station Etiquette**

Concerning workstation conduct, the Company stresses a "good neighbor" policy. The following activities are prohibited:

- Offensive pictures, posters or slogans
- Questionable language
- An unsanitary work environment
- Loud or distracting conversation
- Pets

- Decorations suspended from the ceiling
- Radios if bothersome to co-workers
- Sitting on desk or table tops (they break)
- Storing books, boxes or other items on top of cubicle storage shelves

#### **Working Hours:**

**Our standard working hours are Monday-Friday from 8:30 am- 5:30 pm. All other deviation from this schedule will be mutually agreed-to noted in the employee's offer letter and/or employment agreement.**

A normal working schedule for regular full time employees consists of 40 hours each workweek. Punctual and consistent attendance is a condition of employment.

Employees are expected to be at their workstation, ready to begin to work, at the beginning of their assigned shift. Any unscheduled absence from work must be reported to your direct supervisor as soon as possible before your normal starting time. You should call the Company every day of an extended absence, unless otherwise directed. **Employees who are absent for three consecutive days and who have not contacted their supervisor will be assumed to have voluntarily terminated their employment as of the end of the third day missed.**

Frequent lateness or absenteeism affects your performance and the ability of others to complete their work. Failure to comply with the standards listed above will lead to disciplinary action or dismissal.

#### **Injury and Illness Prevention Program (IIPP)**

The Company established an Injury and Illness Prevention Plan (IIPP) are required by the State of California, Department of Occupational and Safety Hazards Administration (OSHA) The Company IIPP consists of the following sections:

- IIP Program Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigations
- Hazard Correction
- Training and Instruction
- Record Keeping
- Forms and Records

A copy of this IIPP is available from Human Resources.

### ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of my copy of Wintech Staffing Group, Inc. (referred to as the "Company"). Employee Handbook and Policy Manual dated July 1, 2007 (Revision October 20, 2010). I have read and understand its contents, including the policies governing my conduct, wages and working conditions as an employee. I have had an opportunity to ask questions about the policies. I agree to abide by these policies during my employment and understand the consequences if I do not.

My employment with the Company is "at will". "At will" means that the terms and conditions of my employment may be changed with or without cause and with or without notice, including by not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. My status as an "at will" employee cannot be changed except through a written agreement signed by the President of the Company.

None of the policies or procedures in this handbook constitutes a contract except for those matters included in any written agreement, which I have entered into with the Company. The Company may change, delete, modify or add to any policies, benefits or practices described in this handbook at any time in its sole discretion with or without prior notice.

I will observe strict confidentiality of the accounts of all customers and of the transactions of the Company, no matter the description. And I will not divulge any of the said matters, nor did any information of any kind of character, which I may receive as an employee for any purpose that is not job related.

**NOTE: An addendum # A was established on 10/20/10 as an addition to and also to further augment our current company policy and procedure. (See attachment)**

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Signature of Employee

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Date

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Name of Employee (Please Print)

## Addendum # A to Wintech Staffing Group Employee Handbook and Policy Manual

To All Employees and Management of Wintech Staffing Group.

It is important that I update everyone on our company policy, especially for the new employees. For those employee(s) that have been with me for awhile, this information has been circulated before. However, please read it again because there are a few minor changes.

### ATTENDANCE:

If you are sick, running late, or have scheduled appointment, please contact your manager ASAP via phone and/or email or contact me. Make sure that you have your manager's cell number. My cell# is 805-402-2378, if I am unable to answer, please leave a detailed message.

### PERSONAL CELL PHONES:

Effective immediately, all personal cell phones must be **powered off** during working hours. You may use them during your break and lunch times outside the office to conduct your personal phone calls. In case of an **emergency**, I expect your family members to call you and use our business lines to contact you. I expect you to provide our business phone number to immediate family members that need to get a hold of you in the event of an emergency. **The well being of your family members is also extremely important to me.** Please don't ask me to define "emergency" or "family members".

### BUSINESS CELL PHONES:

For those that utilize their own cell phone or assigned a business cell phone and have their phone numbers on their business cards are therefore required to keep them on to support and conduct our business.

### BREAK AND LUNCH HOURS:

Our break time is 15 minutes in the morning between 10:15am – 12noon, and 15 minutes in the afternoon between 2:15 – 5:30pm, and you are paid for these minutes. We ask you to take your one (1) hour lunch as close to the middle of the day as possible (sometimes our business activity does not allow us to do so) be professional and make the right business decision for "OUR" company. Make sure we have phone coverage so that our clients, prospective clients, contract employees and candidates can speak to a life person. No, I prefer that you do not combine your break time and lunch period. Use this time to take a break from your desk, check your messages, return your personal phone calls, check your messages, etc.

### PERSONAL PHONE CALLS:

Refer to the above topics.

If you have an unusual emergency situation that requires special consideration, please talk to your manager about it (without having to disclose any personal details) and we will do our best to accommodate and/or support your current situation.

### USE OF BUSINESS EQUIPMENT AND THE INTERNET:

The PC's, business equipment and the internet is for business only!!!

### OPEN DOOR POLICY:

If you have a special or temporary need and/or suggestion, please communicate it to your manager.

Please consider the above mentioned an addendum to our company policies as stated in our Employee Handbook.

We will always strive to make your employment and work environment a pleasant and productive one. Your continued loyalty, good work and cooperation is very much appreciated. Thank you.

Sincerely,  
Winston Mosbergen

I have read and fully understand the above mentioned company's policy.

8/27/2013



\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*A Professional Staffing Services Company*

## **Wintech Staffing Group, Inc. – Work Plan**

*As Needed Skilled Accounting Services – County of Los Angeles*

Wintech Staffing Group, Inc. follows a very detailed staffing process for each employment request we receive. We have been following this process for over 10 years with a very high level of success. The plan detailed below shows how upon receipt of a request for the Contract Manager, WSGI will quickly and effectively provide the required candidate.

### **Work Plan Highlights**

- **Quality Control Inspector:** The President/CEO will be the designated Qualified Quality Control Inspector and will be responsible for the implementation and enforcement of Wintech's Quality Assurance Program outlined.
- **Education, Certificate, and Experience Verification:** Wintech will verify the education, certificates, and experience required to perform the requested job during the interview process. (See Step 8)
- **Background Check:** LiveScan (fingerprint) background check ran through the California Department of Justice. (See Step 11)
- **GAIN/GROW Employment Commitment:** WSGI will consider candidates from the GAIN and GROW Employment programs if candidates meet all minimum requirements mandated by the County and WSGI deems them a good fit for hire. (See Form PW-10)
- **Flexibility of Candidates:** The Senior Recruiter ensures the flexibility of our candidates two different times during the 'Staffing Process'. (See Step 6 and Step 8)
- **Delivery Time:** We estimate that our team can provide the Contract Manager with a qualified candidate within 5 business days of the official request. (This includes the estimated 3-day response time of the mandatory LiveScan Background Checks)

### **Staffing Process Details**

1. Upon the receipt of every staffing request, our team will spend quality time making sure that we thoroughly understand what the County of Los Angeles is looking for in a candidate.

2699 White Road ☐ Suite 252 ☐ Irvine ☐ California ☐ 92614  
Tel. 714-541-1920 ☐ Fax. 714-541-1984 ☐ Website: [www.wintechstaffing.com](http://www.wintechstaffing.com)

2. Our team anticipates all of the questions that the candidate would like to know about this particular employment opportunity and provide it to them by first discussing the position with the County of Los Angeles Contract Manager.
3. The Senior Recruiter utilizes all of the resources available to us to locate qualified candidates to choose from, such as: Wintech's internal RESUMate database, business referrals, social media, the internet, Monster.Com, DICE.Com, CareerBuilder.com, Craigslist, past candidates, past contract employees, etc.
  - a. WSGI will consider using the GAIN and GROW programs to fill each opening when applicable candidates are available and meet the requirements for the requested position.
4. The Senior Recruiter and Recruitment Assistant both dissect each resume that may complement the list of criteria that we have identified for this position.
5. The Senior Recruiter will select those resumes that complement all of the key ingredients that the County of Los Angeles has identified in the job description.
6. The Senior Recruiter will contact the candidates via telephone and/or email to review the job description and ensure the candidate is willing to travel and work throughout Los Angeles County upon request. At this point, the Senior Recruiter informs the candidates that they may be required to work unusual and long hours.
7. The President/CEO and Senior Recruiter will have a minimum of two intensive interviews (time permitting) via phone and/or in person depending on the physical location of the candidates.
8. During the interviews, the Senior Recruiter will make sure that the candidates receive a copy of the job description. We will also provide them a detailed interpretation of the needs and expectations of the County of Los Angeles. This includes an agreement that the candidate is flexible and willing to work in various locations throughout Los Angeles County and is ready to work unusual and long hours. At this point, the candidate will also provide us with verification of any certificates, education levels and experience required in this contract.
9. The President/CEO and Senior Recruiter will rank the best candidates for the position.
10. The Recruitment Assistant will prepare the candidate documents and send to the Senior Recruiter for review. Documents include:
  - a. Candidate Summary Sheet: Highlights the key ingredients that the candidate possesses along with other pertinent information that may not be found on the resume.
  - b. Candidate Resume: Original resume submitted by the candidate.

11. The Senior Recruiter will submit the candidate's Resume & Summary Sheet to the County immediately upon receiving "Clear" results following the LiveScan (fingerprint) Background Check ran through the California Department of Justice.
12. Upon approval of our candidate by the County's Contract Manager, the Senior Recruiter and/or Government Contracts Manager will coordinate and schedule an onsite interview (if needed) or will simply coordinate a start date/time/location.
  - a. The President/CEO and/or Senior Recruiter can be available to introduce our candidate to the County's Contract Manager if requested.
  - b. ~~Upon the County's request, we will provide the County with other items such as reference checks, background checks, income verification, etc. to validate and confirm their selection.~~
13. The Government Contracts Manager, Senior Recruiter, and/or other applicable WSGI staff will perform periodic progress checks via phone and/or email with the contract employee and/or County.

This form is to be completed for every request received from the County of Los Angeles. As a part of Wintech Staffing Group's internal Quality Assurance Program, this form will be signed by the Quality Control Inspector upon completion.

Request Date:

Requested By:

Position Requested:

☐ Accounting Clerk☐ Accounting Technician☐ Professional Accountant

Job Description:

Key Requirements:

Databases Used:

# of Resumes Reviewed

# of Resumes Selected

Initial Interview Type

☐ Phone☐ Video☐ In-Person☐ Combo

# of Initial Interviews

Follow-up Interview Type:

☐ Phone☐ Video☐ In-Person☐ Combo

# of Follow-up Interviews:

Name of Top Candidates:

Name of Candidate(s)  
Submitted:

Status of Candidate:

☐ Accepted ☐ Rejected

Start Date:

Start Location:

Introduction of Candidate:

☐ Phone ☐ Email ☐ On-Site

☐ Other

Progress Checks:

Other Notes

Checklist Completed By:

Date Completed:

Quality Control Inspector  
(eSignature)

Date eSigned:

### **Subcontractors**

Wintech Staffing Group, Inc. will not require or use any subcontractors for this contract.

All personnel provided to the County of Los Angeles will be direct employees of Wintech Staffing Group, Inc.

See Form PW-8 in the "Forms List" section.

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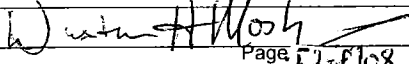
### **Insurance**

Wintech Staffing Group, Inc. currently holds insurance that meets and/or exceeds the requirements of this contract. This coverage will be maintained without interruption throughout the life of the contract with Los Angeles County.

See Form PW-16 in the "Forms List" section.



## VERIFICATION OF PROPOSAL

<b>DATE:</b> , 2014		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: As Needed Skilled Accounting Services			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: Winston Mosbergen			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President/CEO			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: Wintech Staffing Group, Inc		Telephone No.: 714-541-1920	
Physical Address (NO P.O. BOX): 2699 White Road, Suite 252, Irvine, CA 92614		Mobile No.: 805-402-2378	
e-mail: winston@wintechstaffing.com		Fax No.: 714-541-1945	
County WebVen No.: 14573401	IRS No.: 954840463	Business License No.: n/a	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration: Orange		State: California	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation: California	Year incorporated: 2001	
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Winston Mosbergen	Title CEO	Phone 714-541-1920	Fax 714-541-1945
Street 2699 White Road, Suite 252	City Irvine	State California	Zip 92614
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 02/24/2014
Type name and title: Winston Mosbergen, President/CEO			

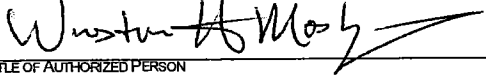
## SCHEDULE OF PRICES

FOR

## AS-NEEDED SKILLED ACCOUNTING SERVICES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	ESTIMATED HOURS PER YEAR	HOURLY RATE	ANNUAL PRICE (ESTIMATED HOURS X HOURLY RATE)
1.	Professional Accountant – regular time	1,000	\$ 30.78	\$ 30,780.00
2.	Professional Accountant – overtime	150	\$ 46.78	\$ 7,017.00
3.	Professional Accountant – weekend time	40	\$ 46.78	\$ 1,871.20
4.	Professional Accountant – holiday time	10	\$ 46.78	\$ 467.80
5.	Accounting Technician – regular time	4,200	\$ 21.60	\$ 90,720.00
6.	Accounting Technician – overtime	750	\$ 32.40	\$ 24,300.00
7.	Accounting Technician – weekend time	40	\$ 32.40	\$ 1,296.00
8.	Accounting Technician – holiday time	10	\$ 32.40	\$ 324.00
9.	Accounting Clerical – regular time	3,000	\$ 18.90	\$ 56,700.00
10.	Accounting Clerical – overtime	700	\$ 28.35	\$ 19,845.00
11.	Accounting Clerical – weekend time	80	\$ 28.35	\$ 2,268.00
12.	Accounting Clerical – holiday time	20	\$ 28.35	\$ 567.00
Total Proposed Annual Price				\$ 236,156.00

LEGAL NAME OF PROPOSER		
Winston H. Mosbergen		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
President/CEO		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
04-11-2014		
PROPOSER'S ADDRESS:		
2699 White Road, Suite 252 Irvine, CA 92614		
PHONE	FAX	E-MAIL
714-541-1920	714-541-1984	winston@wintechstaffing.com

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

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

Company Name: Wintech Staffing Group, Inc		
Company Address: 2699 White Road		
City: Irvine	State: CA	Zip Code: 92614
Telephone Number: 714-541-1920		
(Type of Goods or Services): As Needed Skilled Accounting Services		

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

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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


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

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name: Winston Mosbergen	Title: President/CEO
Signature: 	Date: 02/24/2014

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Professional Staffing Services - As Needed Skilled Accounting Services  
 SERVICE BY PROPOSER: As Needed Skilled Accounting Services  
 PROPOSAL DATE: 02/24/2014

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

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	40	44	39	51	59	233	29
2. Total dollar amount of Contracts (in thousands of dollars).	\$2,974	\$2,385	\$1,928	\$2,058	\$1,955	\$11,300	\$270
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Winston Mosbergen

Name of Proposer or Authorized Agent (print)



Signature

02/24/2014

Date

## CONFLICT OF INTEREST CERTIFICATION

I, Winston Mosbergen

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) President/CEO

of Wintech Staffing Group, Inc.  
Name of proposer

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

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

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

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

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

Signed Winston Mosbergen Date 02/24/2014

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Winston Mosbergen, Wintech Staffing Group Inc.**PROPOSED CONTRACT FOR:** As Needed Skilled Accounting Services

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Staffing	SERVICE DATES: 9-1-1999 - PRESENT
AGENCY/ FIRM: Hyundai Information Services North America	
ADDRESS: 111 Peters Canyon Rd., Irvine, CA 92606	
CONTACT: Dale Porter	
TELEPHONE: 949-468-1518	
FAX: N/A	
E-MAIL: DPorter@hisna.com	

SERVICE: Staffing	SERVICE DATES: 10-1-2012 - PRESENT
AGENCY/ FIRM: Hyundai Autoever Telematics America	
ADDRESS: 9 Executive Circle, Ste. 225, Irvine, CA 92614	
CONTACT: Thomas Lee	
TELEPHONE: 949-381-6005	
FAX: 949-381-6010	
E-MAIL: Thomas.L@hyundai-hata.com	

SERVICE: Staffing	SERVICE DATES: 1-1-2009 - PRESENT
AGENCY/ FIRM: Big 5 Sporting Goods	
ADDRESS: 2525 E. El Segundo Blvd, El Segundo, CA 90245	
CONTACT: Michael Shinagawa	
TELEPHONE: 951-774-1600	
FAX: 310-297-7670	
E-MAIL: mjs@big5corp.com	

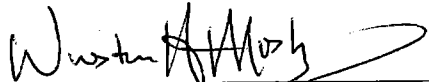
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Wintech Staffing Group, Inc
Address	2699 White Road, Suite 252, Irvine, CA 92614
Internal Revenue Service Employer Identification Number	954840463

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Winston Mosbergen Authorized representative	
Signature 	Date 02/24/2014



### LIST OF SUBCONTRACTORS

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

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

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

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

FIRM NAME: Wintech Staffing Group, Inc.

My County (WebVen) Vendor Number: 14573401

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 35						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	1
Hispanic/Latino					3	2
Asian or Pacific Islander	1				9	
American Indian						
Filipino					1	
White			2		14	1

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: 	Title: President/CEO	Date: 02/27/14
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GAIN and GROW EMPLOYMENT COMMITMENT

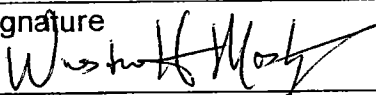
The undersigned:

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

**OR**

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

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

Signature 	Title President/CEO
Firm Name Wintech Staffing Group, Inc	Date 02/24/2014

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Wintech Staffing Group, Inc

Company Name

2699 White Road, Suite 252, Irvine, CA 92614

Address

954840463

Internal Revenue Service Employer Identification Number

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

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

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( X )

( )

OR

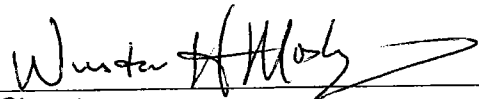
YES

NO

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

( )

( X )



Signature

02/24/2014

Date

Winston Mosbergen, President/CEO

Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

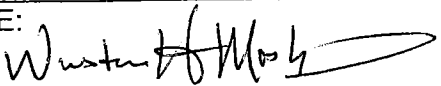
COMPANY NAME: Wintech Staffing Group, Inc		
COMPANY ADDRESS: 2699 White Road, Suite 252		
CITY: Irvine	STATE: CA	ZIP CODE: 92614

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Winston Mosbergen	TITLE: President/CEO
SIGNATURE: 	DATE: 02/24/2014

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Wintech Staffing Group, Inc☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Wintech Staffing Group, IncDATE: 02/24/2014

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: Wintech Staffing Group, Inc.

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

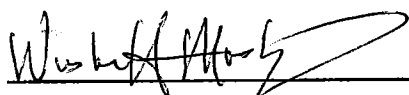
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Signature of Proposer:  Date: 02/24/2014

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

## AS-NEEDED SKILLED ACCOUNTING SERVICES (2014-AN010)

Winston Mosbergen, Wintech Staffing Group, Inc.

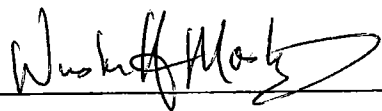
Proposer's Name

2699 White Road, Suite 252, Irvine, CA 92614

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 02/24/2014



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

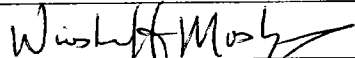
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name: Winston Mosbergen	Title: President/CEO
Signature: 	Date: 02/24/2014

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

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

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

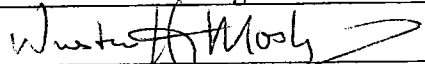
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- ☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Wintech Staffing Group, Inc.	County Webven No. 14573401
Print Authorized Name: Winston Mosbergen	Title: President/CEO
Authorized Signature: 	Date: 02/24/2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**MINIMUM REQUIREMENTS AFFIRMATION  
FOR  
AS-NEEDED SKILLED ACCOUNTING SERVICES (2014-AN010)**

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**At the time of proposal submission, Proposer must meet the following minimum requirements:**

1. Proposer or its managing employee must have a minimum of five years' experience providing temporary employee placement in accounting services to public or private organizations.

☒ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

No. of Years	Description
6	Over the past 6 years, Wintech Staffing Group, Inc. has been responsible for staffing a variety of Accounting positions for their clients.

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**


**OR**

- ☒ Yes. Proposer's managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Name	No. of Years	Description
Winston Mosbergen	6	Over the past 6 years, Winston has lead his team to staff a variety of Accounting positions for their clients.

- ☐ No. Proposer's managing employee do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title President/CEO
Firm Name Wintech Staffing Group, Inc.	Date 02/24/2014

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## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

**Listing of Contractors Debarred in Los Angeles County**

**List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:**

**[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)**

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# County of Los Angeles *Lobbyist Ordinance*



**IT'S THE LAW**

## It may affect you!

**Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.**

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093      (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

**<http://bos.co.la.ca.us/>**

Thank you for your cooperation and attention.

**Subcontractors' Forms List**

Wintech Staffing Group, Inc. will not be utilizing any subcontractors during the performance of this contract, thus no Subcontracts' Forms List is needed.

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**Additional Information**

The final pieces of information WSGI would like to present are the resumes of potential candidates that will be used to perform this As-Needed contract with the County of Los Angeles.

**RESUME OF:**

**Evelyn Hedden**

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## EVELYN J HEDDEN

### **SUMMARY**

Fifteen plus years' experience in Financial Reporting, General Ledger, Payroll, Contract Labor, Fixed Assets, Budgets, Accounts Payable and Accounts Receivable processing systems, compilation and analysis of information for Financial Statement presentation, audit, accounts review and reconciliation.

### **WORK EXPERIENCE**

#### **Financial Consultant**

**CareMore Health Care**, Cerritos CA

September 2013 - present

- Manages close processes, related analysis and reporting.
- Prepares and reviews highly complex journal entries and reconciliations.
- Prepares and reviews monthly and quarterly financial reports and complex analysis.
- Designs research plans for data gathering and analysis and manages projects to deadlines.
- Responsible for initiation and resolution of complex accounting problems requiring technical expertise.

#### **Project Accountant** *(Consulting - Company was dissolved in May 2013)*

**Powerwave Technologies Inc.** Santa Ana CA

January 2013 – May 2013

- Project setup, billing and closeout, and insure all incurred cost is reflected accurately and in a timely fashion on the project
- Monitor project performance and analyze key indicators, project metrics and lead indicators and ensure proper revenue recognition methods are used,
- Assist project manager with the preparation and update of the EAC for all active projects
- Perform project analysis and prepare reports upon request for management review

#### **Senior Staff Accountant**

**Southern California University of Health Sciences**, Whittier CA May 2010 - December 2012

- Prepare monthly financial reports, monthly revenue calculation, and bank reconciliation
- Maintain and manage fixed assets system, disposals and depreciation
- Responsible for the entry and management of the University's annual operating budget
- Provide reconciliations, account activity explanations and other support required for audit
- Support set up and maintenance of accounting and reporting including research of applicable GAAP and regulatory requirements to support the accounting treatment of transaction

#### **Accountant** *(Consulting)*

**Los Angeles County Office of Education**, Downey CA January 2010 – April 2010

- Review, analyze, post and reconcile financial records, transactions and accounts
- Assist with budget development, makes budget adjustments, and monitors budgets for fund availability
- Review budgets to ensure appropriate classification of expenditures
- Research and prepare various financial statements, financial analyses, financial projections, financial reports, accounting reports, schedules, and tables
- Gather and compile requested documentation for internal and external auditors
- Conduct research, analyzes data, and makes recommendations on improvement of accounting systems and fiscal-related policies and procedures
- Assist personnel of school districts, other governmental agencies, and the Los Angeles County Office of Education in the interpretation and explanation of proper expenditure coding, budgeting, document preparation, reporting procedures, and other accounting related activities

**Accountant****Habitat for Humanity – Los Angeles, Gardena CA**

May 2009 – January 2010

- Perform analysis, reconciliation and reclassification of Financial Statement accounts
- Record revenue on a periodic basis and perform corresponding period end allocation, analysis and reconciliation
- Process Payroll and record Payroll Journal Entry, Quarterly & Year-end reports
- Support to the varied functions of the Accounting Department, Audits, ad hoc and special projects

**General Accountant II****RAYTHEON, Fullerton CA**

February 2005 – April 2009

- Compilation and analysis of financial information for period-end Journal entries, accruals, adjustments, reconciliation and reporting
- Investigation and analysis of variances, significant changes in trends and identification and reporting of errors and inconsistencies
- Perform analysis and reclassification of Suspended costs to the proper Cost Center(s) in SAP, Profit Transfers and Inter-company variances
- Booking Contract Labor costs to the Program and/or Overhead accounts
- Processing and recording Petty Cash transactions and Expense Report audits
- Processing, depositing and recording Accounts Receivable and Miscellaneous Cash Receipts
- Clearing outgoing/terminating Raytheon and TRS employees for Finance
- Back-up for the Company Corporate card administration,
- Support to the varied functions of the Accounting Department, ad hoc and special projects
- Trained Junior Accountants on cost transfers, A/P transactions and expense report audits

**Staff Accountant****Kittrich Corporation, La Mirada CA**

May 2004 – February 2005

- Bank reconciliation, Cash and other Balance sheet accounts reconciliation
- Analysis and preparation of payroll reports and benefits accrual reports
- Payroll processing; assists the Human Resources Department in the Employee File maintenance, garnishments and responding to inquiries from state and federal agencies

**Staff Accountant / Payroll Specialist** (*Company went bankrupt and was dissolved*)**Paradigm Wireless Systems Inc., Irvine CA**

January 1999 – December 2003

- Month-end close process - account reconciliation, journal entry preparation;
- Company's entire payroll systems process, including preparation of reports for various government agencies (EDD, loan companies), garnishments and commission payments, Payroll Journal entries, reconciliation, accruals
- Weekly Engineering and Production labor cost reporting
- Assisted the HR department in responding to inquiries from various agencies

**Associate Accountant**

May 1992 - January 1999

**Powerwave Technologies, Inc., Santa Ana, CA** (formerly Milcom International, Inc.)

- Preparation of month-end adjusting and closing entries and account reconciliation
- Preparation of schedules, statements and worksheets to support reports to management and audit reports
- Preparation of 1099's, quarter and year-end physical inventory and daily cash reports
- Oversight of the A/P process - coding, online matching/vouchering, check-printing runs, vendor file maintenance
- Processed customers' application for credit and suppliers' requests for credit information;
- Prepared sales invoices with the corresponding documentation for international shipments;

**COMPUTER SOFTWARE FLUENCY:** Microsoft Excel, Word, Powerpoint, Access, SAP, Oracle, MAS90, Peoplesoft, FAS, CX, ROI QuickbooksPro, Preview by Paychex, ADP, Reportsmith, JAMIS

**EDUCATION:** Masters in Business Administration, Webster University 2009

BS in Bus Administration-Accounting, Central Luzon State University, Cum Laude, 1988

**RESUME OF:**

**Willie Osbey**

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## **WILLIE LARRY OSBEY**

**Education:** University of Mississippi      Oxford, MS      Bachelors (Accountancy)      Aug.1984

**Other Points of Note:** I passed two parts of the CPA exam. I also use a 10 key by touch.

**Computer Skills:** Excel, Access, MS Word, QuickBooks, & other similar software packages

### **Experience:**

**Freelance Accounting Consultant**      Los Angeles, CA      11/2000-Present

- Worked with three Neighborhood Councils of the city of Los Angeles: The neighborhood councils were CANN DU, Hollywood Studio District NC, and Westlake North NC. The completed Quarterly Reconciliation Reports and Petty Cash Reconciliation Reports, Budgets, reconstructed past due reports for three years. Attended board meeting and reported on budgets and programs progress. I submitted ideas for neighborhood improvement in accordance with guidelines. Completed Grant Application and applied grants. I completed for Demand Warrants Request
- Worked directly with Department of Neighborhood Empowerment reconciling expenditures, worked as liaison to help update its' quarterly reconciliation report. I contracted all the neighborhood councils that was past due on the reported and helped them with what they needed to catch up. I reviewed their reported and recorded them in **DONE's** computer records.
- Worked for CPA firms prepare for audits, filled in for vacationing accountant, audit accountant's work to insure it was done properly and other temporary assignments. I help startups get their paper work and books done,

**Aerospace Fittings Inc.**      Controller      Los Angeles, CA      12/07-3/09

- Constructed financials records for three companies Aerospace Fitting, Dynamation Research, and the Martin Company to prepare them for corporate tax return and/or IRS audit. The records were from June 2004 to March 2009.
- Reconciled the three or four bank statements per company
- Reconciled bank deposits to internal records
- Reconciled accounts receivable control to aged and subsidiary
- Reconciled AP to aged and subsidiary
- Reconciled beginning book balances to last tax return.
- **Insured the accuracy of rental property and real estate development records monthly.**
- Reviewed account balances for red flags, explained CPA's adjustments to owner, reviewed and updated the way the dual computerize accounting systems worked together to produce financials
- Maintained contra accounts for AR accounts
- Reconciled payroll expenses accounts to outside pay check providing company's data
- Filed and paid state and federal employment taxes
- Filed forms to close old businesses and get escrow letter to State Franchise Board
- Resolved issues with the IRS by telephone and mail
- Inputted and stamped invoices for payment, painted checks, researched whether items were paid or still outstanding
- Prepared cash flow statements for investments
- Served as liaison between CPA and owners, and IRS and owner

**Premiere Business Bank**      Consultant      Los Angeles, CA      07/07-07/07

- Prepared Daily cash reports
- Funds reconciliation
- Biweekly posted, scanned, files AP data

- Wrote and posted JE's to GL
- Generated checks and paid bills

**Los Angeles Homeless Services Authority**    Temp    Los Angeles, CA    3/07-5/07

- Audit reimbursement request from wide variety of non-profit companies providing housing

**Countrywide**    Consultant    Los Angeles, CA    02/02-05/02

- AP & AR month-end closing, data entry, posting & reconciliation

**Schoenmann Produce Company**    Assistant Controller    Houston, TX    12/98-10/00

- Reconciled bank statements
- Prepared WEEKLY set of financial statements, cost analysis, and variance analysis
- Wrote and posted journal entries to general ledger
- Prepared Daily labor cost analysis
- Reconciled intercompany transfer corporate accounts
- Reconciled control to subsidiary accounts
- Maintained AR & AP aging
- Prepared ad hoc reports

**Office of the State Auditor of Mississippi**    Senior Auditor    Jackson, MS    9/93-10/95

- Performed financial and compliance audits of non- profit county governmental entities
- Prepared audit program, work papers, & audit report

**Internal Revenue Service**    Taxpayer Service Representative    Nashville, TN    9/90-1/92

- Researched in depth, technical procedural information
- Provided technical information covering a wide range of individual, employment, and excise tax issues, with assistance in other tax areas including non-profits requirement
- Assisted taxpayers in preparation of a variety of tax returns and related schedules

**King's Temple/Pilgrim Emanuel**    Controller for Non-Profit    Nashville, TN    5/89-5/91

- Responsible for all aspect of the financial operations and compliance of the non- profit programs
- Supervised Accounting Clerks, Prepare work schedules
- Prepared all state forms for reimbursement
- Completed all federal tax forms, including payroll
- Did complete payroll in house including 1099's
- Prepared & presented monthly F/S & budget compliance reports to monthly Board of Directors meeting
- Coordinated with State auditors the auditing of the program
- Insured the program was operating in accordance with the Grantor's Fiscal Policies, Procedures Manual & non-profit GAAP

**Tennessee Housing Development Agency**    Accounting Management Officer    Nashville, TN    12/84-10/87

- Reconciled the monthly bank statements of 1400 checks and \$50,000,000.00 value
- Pulled and consolidated trial balances manually monthly
- Coordinated manual & installed computerized accounted systems
- Wrote a file search and other computer programs
- Analyzed and recorded investment statement activity
- Prepared budget forecasting for non-profit company

**RESUME OF:**

**Thomas Lo**

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Thomas Lo

Senior Accountant/Senior Auditor, M.V. Cheng and Associates/Advanced Resources/Robert Half International, Inc.

**Senior Accountant - Results-Oriented Professional Accountant**

**OBJECTIVE:** Seeking a challenging position as Senior Accountant/Accounting Manager/ Senior Auditor where my combined 10+ years of financial, audit, analytical, tax experience, and management skills can be effectively utilized

**EXPERIENCE:** 8/2009 - Present M.V. Cheng and Associates/Advanced Resources/Robert Half International, Inc.

Industry: Accounting and Auditing Services  
**Senior Accountant/Senior Auditor**

Assigned to various short and long-term assignments that including general accounting, journal entries, vendor and reimbursement check processing, expense report tracking, and account and bank reconciliations, and A133 single and financial audits.

8/2013 - 1/2014 City of Downey, CA

Industry: Government and Military  
**Senior Accountant**

Engaged in City's year-end closing for the annual financial audit  
Prepared closing journal entries for General and Special Revenue Funds as well as Enterprise Fund  
Prepared interest allocation worksheet for posting of interest revenue to appropriate funds  
Prepared recurring entries for posting of charges for administration overhead, rental, and liability insurance expense  
Prepared fixed assets schedules, record the depreciation expense and amortize the bond discount and issuance cost  
Prepared certificate report for COP grant expenditure and recognize the revenue in the fund  
Prepared MTA annual Form C report for Prop A, Prop C, Measure R projects, and State Controller Report  
Prepared CDBG reimbursement request for programs funded by HUD and made necessary adjusting entries for unfunded and over budget

expenditures for posting to General fund

5/2013 - 7/2013                      City of San Gabriel

Industry: Accounting and Auditing Services  
**Senior Accountant**

Performed accounting duties, tasks included as follows:  
Reconciled contract vendor billing for City's ambulance service and made necessary adjustments to bring customers' accounts to current; process and post daily cash receipts imported from cash register to Eden financial system

Handled City's purchasing and issue purchase orders to new and existing vendors

Performed bank reconciliations and prepared State Controller Report

Other duties as assigned necessary by the Accountant and Finance Director in the Department

10/2012 - 5/2013                      Society of Hispanic                      City of  
Professional                                  Industry/Downey/Long  
Engineers/Southern Cal Beach, California  
Alcohol and Drug  
Programs, Inc./LINC  
Housing

Industry: Nonprofit Charitable Organizations  
**Senior Accountant**

Engaged in conference cost accounts reconciliation for non-profit entity in City of Industry, CA; prior to that had prepared audit schedules and assisted the client's annual financial audit for Southern California Alcohol and Drug Programs, Inc in Downey, CA; also engaged in partnership audits preparation for client LINC Housing in Long Beach, CA in affordable housing for low income families. Scope of work included: reviewed and updated the partnerships' financial information, prepared audit schedules, financial statements, and partnership tax return filings

8/2010 - 10/2012                      City of El Monte                      El Monte/Torrance,  
/Bazilio, Cobb and                      California  
Associates, CPA firm

Industry: Accounting and Auditing Services  
**Senior Accountant/Senior Auditor**

Prepared the City's annual budget and created the document for departments and public distribution.

Reconciled the City's customers' deposit accounts and determined the

amount owe.

Assisted in preparation of filing the City's Statement of Indebtedness (SOI) for County of Los Angeles.

Assisted in preparation of the City's presentation of new bond issue for the bond rating agency.

Assisted the Finance Director in the negotiation process for early retirement of CALPERS retirees.

Accomplishment: As Independent Contractor had reduced the City's labor cost (savings in employee fringe benefits and retirement in the amount of \$70k to \$100k annually).

Performed A133 single, financial audits for clients of non-profit entity, local, state, and federal government

8/2009 - 7/2010

City of Anaheim

Industry: Accounting and Auditing Services

**Senior Accountant**

Senior Accountant to perform accounting duties, tasks included as follows:

Set-up City's service agreements with contractors to provide job training for the unemployed workers, the service is funded by the Federal Workforce Investment Grant

Reviewed contractors' invoices and obtained department manager's approvals for payments

Prepared monthly and quarterly grant expense reports for submissions to California Employment Development Department (the grant pass-through and monitoring agency) for reimbursements

Prepared monthly grant budget vs. actual expense analysis and made necessary budget adjustment

Monitoring City's sub-recipients' CDBG programs funded by HUD's for compliance on an annually basis.

Accomplishment: Saved the City \$70k annually in labor cost by performing two department functions.

2/2007 - 7/2009

Thompson, Cobb,  
Bazilio and Associates,  
PC (Laid off and started  
long and short-term  
assignments)

Industry: Accounting and Auditing Services

**Senior Auditor**

As Senior Auditor to engage in various types of audits, the engagements included the following: financial, single, compliance, fiscal review, special program, performance, and construction.

Accomplishment: Multi tasking in different projects to reduce the field work hours and engage in more audits which resulted in an increase of billing hours by 10 to 15%..

2/2006 - 2/2007      AIG SunAmerica  
(Sought auditing hrs.for  
CPA certification  
accepted offer  
fr.Thompson, Cobb,  
Bazilio)

Industry: Accounting and Auditing Services

**Tax Accountant**

Syndication in housing projects for tax credits under IRC Section 42

Prepared partnership tax returns Form 1065, Schedule K-1 for the company's syndication in low income housing tax credits under the IRC § 42.

Prepared reconciliation workpapers for limited and general partners' (the investors) capital accounts and allocated their shares of income/(loss) in the partnerships by using the financial data in SAP

Prepared the tax credit schedules and bonding workpapers to capture the tax credits that were taken by the investors who sold their shares of interest before the compliance period.

Accomplishment: Meeting the partnership tax return filings deadline by increasing the productivity and work overtime during the tax season, instead of hiring additional tax preparers to handle the tax files which saved the company in training costs for needed new hires.

2/2004 - 1/2006      Robert Half      La Palma, CA /  
International, Inc. and      Torrance, CA  
Ajilon Finance

Industry: Accounting and Auditing Services

**Senior Accountant / Senior Auditor**

Engaged in long and short-term assignments for companies' clients  
Reviewed and prepared annual budget for client - Water Replenishment District of Southern California

Upgraded the financial system (PeopleSoft) for client - CB Richard Ellis.

Performed governmental audits for client - Thompson, Cobb, Bazilio, and Associates, PC (Offered full-time Senior Auditor position in February 2007)

Acomplishment: Reduced clients' downtime and maintain the productivity by quickly assuming the duties.

5/1994 - 2/2004

City of Bell Gardens Bell Gardens, CA

**Industry: Government and Military**

**Senior Accountant**

Implemented the new financial software Eden to enhance and improve the accounting operation

Assisted the City's Redevelopment Agency Director in preparation of refunding the old bonds

Performed bank and fiscal agent reconciliations, month-end, and year-end closing

Prepared Federal Grant Financial Reports for low-income housing projects

Prepared financial statements, investment and City Treasurer's reports

Prepared audit schedules and assisted in completion of City's annual financial statements audit

Assisted the Finance Director in preparation of the City's annual budget

Supervised staff in Finance Department A/P, A/R, Payroll, and Cashier.

Accomplishment: Saved the City hundreds of thousands of dollars in interest expense by assisted the City's Redevelopment Agency Director to refunding the old bonds to lower the interest rate, and assisted the Finance Director to contract out the legal service which reduced the legal expense in \$50k to \$100k annually.

**EDUCATION:**

Woodbury University US-Burbank

**Bachelor's Degree**

Bachelor of Science, Major in Accounting; Minor in Business Management

California State University Los Angeles US-Los Angeles

**Professional Certificate**

**RESUME OF:**

**Ahmad Warner**

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# Ahmad James Warner, CPA

## SUMMARY OF QUALIFICATIONS:

- Experienced in accounting for government and non-profit organizations, costing analysis, budget operations and financial analysis, business consulting services and overhead rate analysis (F&A).
- Financial experience includes preparation of budget, revenue and expense reports, monthly and year-end account reporting and reconciliation, cash flow management, and inventory and resource management.
- Provide expert analysis of business and financial transactions in the performance of consulting services for central administrative offices and academic departments involving review, analysis, and recommendations to enhance the effectiveness and performance of diverse and complex business processes.
- Developed campus wide rate template for all Chicago campus service centers and recharge centers that provide goods and services to federal grants in accordance with OMB Circular A-21.
- Provide cost accounting analysis to assist with the preparation of UIC's Facilities and Administrative (F&A) overhead rate cost study and proposal to ensure compliance with applicable federal regulations for submission to the Federal Government.
- Strong interpersonal skills and excellent written and verbal communication skills.
- Proficient with Microsoft Office, Access, Excel, and PowerPoint.

## EDUCATION AND ACHIEVEMENTS:

**CPA - Registered Certified Public Accountant, State of Illinois, 5/2011**

**University of Illinois at Chicago, Liautaud Graduate School of Business**

**Master of Science in Accounting - May 2009**

**Bachelor of Science in Business Information and Decision Sciences**

## EXPERIENCE:

**04/2013 – Present      UCLA – University of California, Los Angeles**

### **Property, Plant and Equipment Management/Costing Policy and Analysis** *Accountant III, Plant and Cost Accountant II*

- Provide cost accounting analysis to assist with the preparation of UCLA's Facilities and Administrative (F&A) overhead rate cost study and proposal.
- Responsible for accounting related activities of recording UCLA and UCOP equipment acquisitions, disposals, inter-campus transfers and price adjustments to the General Ledger and reconciliation to UCLA's Equipment Management System. Review current fund facilities expenses to be capitalized and make appropriate journal entries.
- Provide costing analysis of composite benefit rate (fringe benefit rates) scenarios and reports to analyze general and current funding impacts on UCLA organizations and departmental units.
- Create and manage new fabricated equipment accounting and tracking process to ensure proper accounting and capitalization standards are followed as well as provide analysis and improve on current equipment management process.
- Analyze and reconcile inventorial equipment acquisitions posted to the General Ledger to the acquisitions recorded in the Equipment Managements System. Identify and analyze any discrepancies and take appropriate adjusting action to align to ensure proper acquisition costs are recorded.
- Prepare and analyze ad hoc financial and analytical reports and queries, review current fund capital expenditures and responsible for all accounting related activities including journal entries and reconciliations associated with current fund capitalizations.
- Prepare agency property and equipment compliance reports for submission to federal government cognizant agencies as part of federal audits, desk reviews, and federal grant closeout process.

**01/2007 – 04/2013      University of Illinois at Chicago**

### **Office of Business and Financial Services – Government Costing Office & Budget Operations and Financial Analysis** *Business and Consulting Analysis Coordinator*

- Provide cost accounting analysis to assist with the preparation of UIC's Facilities and Administrative (F&A) rate cost study to ensure compliance with applicable federal regulations utilizing specialized

Comprehensive Rate Information Systems (CRIS) software to develop F&A rate proposal package for submission to the federal government.

- Provide budget analysis and consultation services on the development of deficit reduction plans and financial pro-formas. Consulting services include but are not limited to analysis of the financial pro-forma and/or budget as well as recommendations to make the business activity financially viable.
- Perform costing analysis and departmental reviews as necessary to assist with the development of compliant and fully burdened service center and recharge center rates.
- Assist with evaluating the accounting practices that assure service centers and recharge centers are compliant with related federal regulations.
- Developed campus-wide billing rate template to be utilized by service centers and recharge centers providing goods and services to federally sponsored grants and other university and external customers.
- Provide leadership and guidance to campus units in development of service center rates, including participating in the development and maintenance of policies, procedures and training materials and conducting trainings.
- Work with UIC and University Administration staff to monitor and maintain campus financial, space, equipment, and other related data to ensure they are in compliance with applicable federal regulations as necessary to support indirect cost rate development and negotiation.
- Monitor and report deficit fund balances for campus wide departments and units as well as tracking fund balances for potential fiscal year end deficits.

**College of Nursing – Dept of Women, Children and Family Health Science**  
*Business Manager, FTE 100%*

- Develop annual department budgets and provide financial analysis of departmental accounts.
- Reconcile departmental accounting records against university-wide operating statements and general ledgers to ensure internal control and compliance with university accounting standards.
- Prepare monthly and year-end closing revenue, expense and budget reports for all departmental accounts and funds.
- Supervise department staff and graduate assistants and oversee general departmental operations.
- Management of institutional accounts for revenue and cost transfers on university accounting system BANNER.
- Monitor, track and provide account reporting of department fixed assets and equipment.
- Prepare vouchers, process invoices, and post journal entries to operating and general ledgers.

**Department of Anesthesiology**

*Staff Accountant - Program Specialist, FTE 60-80% while taking CPA exam*

- Built and implemented monthly and year-end account reconciliation process for departmental medical service plans, self supporting funds, graduate education, ICR, and state accounts.
- Analyzed budget deficit for graduate medical education funding and implemented system to control expenses resulting in over 50% reduction and projected elimination of deficit within 3 fiscal years.
- Prepared and submitted Department of Anesthesia monthly financial records and reconciliation reports for successful university audit in compliance with university and state accounting standards.
- Reconcile departmental accounting records against university-wide operating statements and general ledgers to ensure internal control and compliance with university accounting standards.
- Prepare monthly and year end revenue, expense and budget reports for all departmental funds.
- Execute year end closing procedures and compliance reports for self-supporting and educational funds.
- Management of institutional accounts for revenue and cost transfers on university accounting system BANNER.
- Prepare vouchers, process invoices, and post expenses to operating ledgers.

**Department of Pharmacy Practice**

*Staff Accountant - Project Coordinator, FTE 60% concurrently while obtaining M.S.*

- Reconcile departmental accounting records against operating and general ledgers to comply with university internal compliance and control for all revolving, start-up, and grant accounts.
- Management of institutional accounts for revenue and cost transfers on university accounting system.
- Prepared monthly revenue and expense reports including summary of payroll and encumbrances.
- Examined supporting documentation for transactions posted in operating and general ledgers.
- Processed invoices, prepared vouchers, and posted expenses to operating ledgers.



**RESUME OF:**

**Thomas Narita**

## THOMAS NARITA

### **COMPUTER SKILLS**

Oracle 11i, SAP, PeopleSoft, Deltek Costpoint, Cognos 8 BI, Cognos Impromptu, JD Edwards (One World), Lawson, Timberline, Millennium, Dunn & Bradstreet (IBM DB2/McCormack & Dodge), Infopac, CASS, CICS, Monarch, SQL, MS Visual Basic Application, MS Access, MS Excel, MS Query, MS Word, MS PowerPoint, MS Visio, Intuit QuickBooks Pro, MYOB, Lotus 123, Lotus Notes, Symphony.

### **EDUCATION**

B.S. Accounting - California State University, Los Angeles.

### **CERTIFICATION**

Microsoft Office User Specialist: Excel 2000 and Access 2000.

### **Software Training**

Oracle 11i Implement and Use Project Costing – Oracle University ~ Reston, Virginia.

### **Oracle Experience**

Oracle 11i General Ledger, Fixed Assets, iProcurement, Accounts Payable, Accounts Receivable, Cash Management.

### **MS Excel and Other MS Application Experience**

Over 15 years of experience with Version2 through 2010. Includes use of the following functions:

- SUM, SUMIF, COUNT, COUNTIF, IF, Average, MEDIAN, Round, VLOOKUP, CONCATENATE
- Updated computer skills with MS Excel 2010/2007.
- Updated computer skills with MS Access 2010/2007.
- Updated computer skills with MS Visio 2007.
- Updated computer skills with MS Project 2007.

### **WORK EXPERIENCE**

#### **2012 - Present University of Southern California, Los Angeles, CA 90089**

Consultant~Office of the Provost - Faculty Affairs. (Contract assignment through C3G)

- Data validation for campus wide system conversion.
  - Automate UCAPT Word template with Excel template utilizing VBA programming.
  - Create MS Access database to track faculty tenure data.
  - Create user instruction manuals.
- Technical Environment: MS Access 2010, MS Excel 2010, VBA.

#### **2012 - 2012 Transamerica Life, 1150 S. Olive St., Los Angeles, CA 90015**

Consultant~Installation Services. (Contract assignment through IES)

- Document MS Excel macros and procedures used in reconciling prior provider data.
  - Modify/troubleshoot existing MS Access and Excel VBA macros for improved efficiency.
  - Create user instruction manuals.
- Technical Environment: MS Access 2007, MS Excel 2007, VBA.

#### **2012 - 2012 VCA Antech, 12401 W. Olympic Blvd, Los Angeles, CA 90064**

Consultant~Hospital Accounting. (Contract assignment through Ledgent)

- Document and create process flowcharts for Excel macros used in financial reports.
  - Modify existing Excel VBA macros for improved efficiency.
  - Design Excel application to create budget templates utilizing Excel VBA macros.
  - Create P&L variance analysis templates utilizing Excel VBA macros for process improvement and reporting.
  - Create user instruction manual.
- Technical Environment: MS Excel 2010, VBA, Lawson.

#### **2010-2012: Elide Books, www.elidebooks.com**

Consultant

- Design application to automate mail label creation by integrating MS Word 2010 as User

- Interface with MS Excel 2010 utilizing VBA programming.
  - Create process flow utilizing MS Visio 2007.
  - Create flow chart documenting application process/procedure flow.
  - Create user instruction manual.
- Technical Environment: MS Excel 2010, MS Word 2010, VBA.
- 2008-2010: Obtained passport and traveled.
- Care giver for parent.
- 2008-2008: Took time off to have surgery.
- 6/07-2/08: **American Honda Finance Corp., 20800 Madrona, Torrance, CA 90508**  
Analyst~Accounts Receivable/Accounts Payable. (Contact assignment through Technical Connections, Inc.)
- Improve efficiency of current processes by utilizing VBA programming with various Microsoft applications such as MS Excel and MS Access.
  - Convert MS Access databases to use FTP text files rather than flat files.
  - Modify flat file configurations using Monarch 9.0.
  - Maintain and troubleshoot MS Access databases used for analysis and journal entry preparation such as the monthly GAP loss and bad debt accruals.
  - Reconcile various receivable and payable reports generated from the Customer Account Service System (CASS) to FMS and Peoplesoft.
- Technical Environment: Peoplesoft, MS Access 2003, MS Excel 2003, VBA, MS Word 2003, FTP, ODBC, Monarch, CASS, FMS, TSO, Lotus Notes.
- 3/06-6/07: **Wyle Laboratories, 128 Maryland Street, El Segundo, CA 90245.**  
Sr. Business Analyst.
- Remapped G/L Accounts for mainframe conversion process.
  - Responsible for cleansing and normalization of data for employee efficiency and departmental profitability analysis project utilizing MS Access, MS Excel (includes Pivot Tables, Vlookup, creating custom User Defined Functions, VBA and SQL.
  - Prepared departmental profitability charts and graphs utilizing median, mean and other statistical formulas for Powerpoint presentations to upper management.
  - Assist division controller prepare budget for Test, Engineering and Research Group business units.
  - Streamline and modify unbilled receivables aging report from Excel worksheets to a more dynamic reporting tool utilizing Access, MSQuery and Excel VBA programming.
  - Create direct labor and overhead reports utilizing Excel Pivot Tables linked to Cognos Impromptu downloads.
  - Assist in preparation of month-end management reports consisting of revenue, overhead, G&A and EBITDA utilizing Powerpoint.
  - Prepare ad-hoc reports using Access, advanced Excel techniques, VBA programming and Cognos Impromptu.
  - Assist with database reporting and analysis.
  - Liason between Finance and IT Departments with reporting and upgrade/migration issues.
- Technical Environment: Cognos, MS Excel 2003, MS Access 2003, MS Word 2003, MS Query, VBA, SQL, ODBC, Lotus Notes.
- 4/05-2/06: **Lisi Aerospace Hi-Shear Corporation, 2600 Skypark Drive, Torrance, CA 90505.**  
Data Analyst.
- Create labor reporting application in Access to assist planners analyze standard costs using Access, VB programming, SQL queries and ODBC links.
  - Convert and modify existing raw material and inventory matrix reports from Excel pivot tables to a more dynamic reporting tool utilizing Access, Excel and VB programming.
  - Prepare month-end and year-to-date P&L management reports by division.
  - Prepare month-end and year-to-date expense allocation reports by division.
  - Prepare ad-hoc reports using Access and Excel pivot tables.
- Technical Environment: Sybase, MS Excel 2003, MS Access 2003, MS Word 2003, SQL, MS Query, VBA, ODBC, Lotus Notes.

- 11/04-4/05: **Directv, 2330 E. Imperial Hwy, El Segundo, CA 90245.**  
Sr. Accountant. (Contract assignment through Ajilon Financial Staffing)
- Reconcile and balance accounts receivable and revenue reports to general ledger.
  - Prepare G/L account reconciliations for earned and unearned revenue and receivables.
  - Prepare journal entries to record subscriber revenue using templates for upload into SAP.
  - Prepare ad-hoc reports using Access and Excel pivot tables.
  - Streamline reporting process by integrating Access and Excel using VBA programming.
- Technical Environment: SAP, MS Excel 2003, MS Access 2003, MS Word 2003, MS Query, VBA, Lotus Notes.
- 1/04-11/04: **Menemsha Companies, 525 S. Douglas Street, El Segundo, CA 90245.**  
Staff Accountant. (Temporary Contractor)
- Reconcile and balance job cost reports utilizing Timberline software package.
  - Code and input employee travel and petty cash expenses into Job Cost system.
- Technical Environment: Timberline, MS Excel 2003, MS Access 2003, MS Word 2003, Lotus Notes.
- 6/03-1/04: **Agensys, Inc., 1545 17<sup>th</sup> Street, Santa Monica, CA 90404.**  
Sr. Accountant.
- Involved with Oracle 11i conversion and implementation process.
  - Responsible for cleansing and normalization of G/L, Fixed Assets, Purchasing, Accounts Receivable and Accounts Payable data utilizing MS Access, VBA and SQL.
  - Prepare monthly financial statements.
  - Maintain chart of accounts.
  - Maintain fixed asset system and prepare depreciation schedules.
  - Prepare journal entries for loan amortization.
  - Troubleshoot and maintain Purchase Order system designed utilizing advanced Excel.
  - Review accounts payable coding and process checks.
  - Prepare bank reconciliations for investment accounts, accounts payable and payroll.
  - Prepare Ad-Hoc reports as required utilizing advanced Excel, macros, Visual Basic and Access.
- Technical Environment: Oracle, MYOB, MS Excel 2000, MS Access 2000, MS Word 2000, VBA, SQL, Lotus Notes.
- 5/03-5/03: **Directv, 2330 E. Imperial Hwy, El Segundo, CA 90245.**  
Sr. Accountant. (Contract assignment through Ajilon Financial Staffing)
- Prepared account reconciliations for balance sheet and income statement accounts.
- Technical Environment: SAP, MS Excel 2003, MS Access 2003, MS Word 2003, MS Query, VBA, Lotus Notes.
- 6/02-2/03: **City of Santa Monica**  
Sr. Accountant. (Contract assignment through Ajilon Financial Staffing)
- Prepared year-end audit workpapers, reconciliations, journal entries for restricted cash and deferred revenue accounts.
  - Prepared journal entries for month-end and year-end close.
  - Performed queries and input journal entries utilizing JDEdwards.
- Technical Environment: JDEdwards, MS Access 97, MS Excel 97, MS Word 97, Lotus Notes.
- 11/01-1/02: **Jackson National Life Insurance Company**  
Sr. Accountant. (Contract assignment through Ajilon Financial Staffing)
- Prepared journal entries for month-end and year-end close.
  - Performed queries and input journal entries utilizing and Lawson
  - Setup and maintained fixed asset system.
  - Prepared and reconciled fixed asset reports to General Ledger utilizing Excel and Access applications along with MSQuery, VBA and SQL.
- Technical Environment: Lawson, MS Access 97, MS Excel 97, MS Word 97, VBA, SQL, Lotus Notes.

- 8/01-11/01: **Built-to-Order Auto**  
Financial Consultant/Sr. Accountant. (Contract assignment through Goetzman Company)
- Prepare monthly financial statements.
  - Maintain chart of accounts.
  - Review accounts payable coding and process checks.
  - Prepared budget vs. actual variance analysis, budget forecast reports and month-end accrual entries for operating expenses.
- Technical Environment: Quickbooks Pro, MS Excel 2000, MS Word 2000, Lotus Notes.
- 1/00-6/00: **Toyota Motor Sales (IT)**  
Sr. Accountant. (Contract assignment through Spherion)
- Prepared budget vs. actual variance analysis, budget forecast reports and month-end accrual entries for operating expenses.
  - Created Access database application to prepare financial statements from Hyperion download and utilized Visual Basic to prepare capital expenditure reports.
  - Prepared journal entries for month-end and year-end close.
- Technical Environment: Hyperion, MS Access 97, MS Excel 97, MS Word 97, Lotus Notes.
- 12/95-1/00: **Nissan Motor Corporation USA, 18501 S. Figueroa Street, Carson, CA 90248.**  
**Strategic Planning/Portfolio Management/Allocation Department:**  
Carflow Analyst/Sr. Accountant.
- Prepared month-end and mid-month management reports utilizing Excel pivot tables, Excel Pie/Bar Charts and Access downloads from Oracle tables.
  - Prepared Daily Sales and Inventory Summary reports utilizing Access and advanced Excel.
  - Prepared ad-hoc reports for management and regional use utilizing Access queries linked to mainframe tables using ODBC connections.
  - Experience with TSO download of mainframe data.
- Remarketing Pricing Department:**
- Flowcharted and documented Nissan Pricing models designed in Access 2.0 and VBA.
  - Assisted in modification of Nissan and Infiniti pricing programs and model design as required utilizing Access 2.0 and Visual Basic Applications.
  - Assisted in preparation of daily sales report.
  - Assisted in preparation of sales and inventory-forecast schedules.
- General Accounting Department:**
- Reviewed monthly balance sheet account analysis.
  - Reviewed year-end A/P accruals and verified reconciliation of accounts payable reports to G/L.
  - Prepared management reports for monthly advertising expenses using Excel 7.0 pivot tables.
  - Prepared reconciliations of accounts receivable, facilities rent and journal entry postings reports.
  - Prepared bank reconciliations for various cash accounts.
- Technical Environment: Sybase, Oracle, CICS, TSO, FTP, ODBC, MS Excel 97, MS Access 97, MS Word 97, VBA, SQL, Lotus Notes.

**RESUME OF:**

**Richard Borys**

## **RICHARD LAWRENCE BORYS**

### **Passed all CPA Examinations**

**Accounting/Taxation:** ProSystem fx, Epicor Man-Fact, MAS-90, Quickbooks, Peoplesoft, Great Plains, Yardi  
**Advanced Excel:** Pivot Tables, Macros, VBA, HLookup, VLookup, Charts, Graphs, Formulas, Functions,  
"UserForms", Hyperlinks **Other:** Word, Powerpoint, Access.

### **PROFESSIONAL EXPERIENCE**

Los Angeles County Office of Education, Grants Management April 2013 to December 2013

#### ***Interim Accountant***

Represented LACOE's fiscal interests and works toward keeping LACOE in compliance with all fiscal rules, regulations, and policies governing specifically funded programs as assigned. Duties include monthly invoicing to agencies for reimbursements, annual financial reports to agencies, budget establishing and modifications along with processing, year-end close outs of programs as needed, problem-solving communications with program directors and funding agencies. Recently completed a rigorous budget proposal, which was successful, for securing over \$2.2 million dollars for Countywide Foster Youth education in Los Angeles County.

ACCESS Veterinary October 2012 to December 2013 (concurrent with position at LACOE)

#### ***Contract Accounting Consultant***

Established Accounting System for newly formed Veterinary Emergency Hospital S-Corporation... Entrusted with all accounting duties to create system, from scratch for accurate financial and managerial reports. Includes training staff, Veterinary Fixed Asset Accounting using Fixed Asset Manager, and preparing for CPAs review in order to obtain further financing. Still performs side consulting after regular hours.

Michael Russo and Company CPAs, LLP Sherman Oaks July 2012 to September 2012

#### ***Contract Tax Preparation Accountant, during 2012 Tax Extension season***

Used **ProSystem fx** – CPA Tax Software.

Prepared; from paperwork and unadjusted trial balances from clients; 2011 Tax Returns for LLCs, C-Corps, S-Corps and Individuals.

Worked in a team setting adhering to reviews, approvals, and quality control procedures.

Performed field work at a client location.

Set up new clients on **ProSystem fx** to include basic interview data and data regarding K-1s, Ending Balances from prior Tax Year, Fixed Assets (i.e., Costs, Accumulated Depreciation including Bonus & Section 179, and Amortization), etc.

Utilized importing techniques into **ProSystem fx**.

Assembled 2011 Tax File work papers logically referenced to Account Balances & Tax Lines.

Performed Tax Research using CCH IntelliConnect, and composed findings containing pertinent Issues, Rules, Applications, and Conclusions.

Utilized clients' Quickbooks files when called for.

Confirmed, transaction matched, and reconciled, pertinent client General Ledger information to supporting documents and to previous year's balances.

Compiled Open Items" questions to clients, which often include G/L balance inconsistencies.

Created Adjusting, Reclassification, and Tax Line Journal entries.

Composed Client Transmittal Letters.

Verified clients' having paid tax agencies, such as payments with extensions.

Maintained accurate client billing data on **ProSystem fx Practice**.

Independent & as Assigned by Agencies

February 2011 to June, 2012

***Project Accountant***

Work included:

- **Kelly Financial Services:** assigned to a bottled water distributor to reconcile 2011 accounting in order to file corporate tax returns.
- **Naftex Operating Company:** assisted in fixed asset system conversion for this petroleum producer. Performed extensive data transaction matching.
- **Life Steps Foundation:** Consulting this Not-for-Profit on 403(b) Retirement Plan Form 5500 Audit.

J&R Film (Tape Stock Media) Company, Inc./Moviola Los Angeles 2004 to February, 2011

***Senior Accountant/Assistant Controller***

**Accounting and finance:**

Analysis, hard closing, journal entries; from modules of Sales Orders, Purchase Orders, Accounts Payable, Accounts Receivable, and Inventory; did pre-testing, variance analysis and corrections, for clean postings to keep adjustments to a minimum.

Verified and documented General Ledger Balances. Analyses resulted in G/L balances reconciling with internal and outside reports, such as ageings of A/R and A/P, and Payroll Quarterly filings.

Validated and made judgments regarding bookkeeping input leading to financial statements, management reports, and consolidated corporate tax returns.

Fixed Asset accounting of acquisitions/disposals.

Prepared a majority of adjusting journal entries for CPA tax consultant, after fiscal year end preliminary hard closing.

**Training, supervising, and monitoring:**

Primary source for answering staff bookkeeping questions, such as for A/R and A/P coding.

Trained payroll staff on ADP system, organization of payroll data, and problem resolution.

Successfully monitored internal controls to prevent waste and recovered monies overpaid to vendors and taxation authorities. Recovered at least \$25K in taxes overpaid.

**Government compliance:**

Filed multistate Sales and Use Tax prepayments and returns, involving exemptions.

Form 5500 401(k) plan filing, for a plan involving 4 affiliates, coordination with independent auditor.

Los Angeles City Business Permit renewals with 5 revenue categories.

## **EDUCATION**

**UCLA EXTENSION CONTINUING EDUCATION** – *Additional Coursework*, Los Angeles, CA

Advanced Accounting, Taxation, Auditing, CPA Exam Preparation, Real Estate Studies (General Principles, Appraisal, Investment Principles)

**CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**, Northridge, CA

*Bachelor of Science in Business Administration (Accounting/Management Information Systems)*



**RESUME OF:**

**Tracy Bullard**

# Tracy Bullard

## Summary

*Premier level experience in **Accounts Payable, Accounts Receivable Billing Specialist**; which include Computerized Billing, Cost Accounting, Payroll and Office Management.*

## Premier Skills & Knowledge

- Accounting/ Finance
- GAAP principles / General Ledger Auditing
- Analysis and reporting financial data for multiple industries.
- Knowledge of legal codes, court procedures and government regulations
- Project Management skills
- Self directed and highly professional
- Excellent ability to manage multiple projects, lead, train and motivate co-workers
- Exceptional ability to problem solve, high attention detail
- Advanced MS Excel knowledge, with emphasis in V-look Up & Pivot Tables
- Software: Oracle JDE- Production Ver. 8.12, People Soft, Win Web, Beacon, Great Plains, Elite Software, Quick Books Pro, MS Excel 2010

## Professional Experience

CSS LLP ~ ToddAO Soundelux - Contract                      10/2013- Present                      Hollywood, CA

### Accounts Receivable Biller

- Billing weekly contracts for (Episodes & Feature Films) 15- 17 shows billing budget of 75k- 200k per week.
- Includes creating pre-bills for reconciling per management approval to invoice.
- Enter all work-orders daily from stage producers for billing maintenance.
- Responsible for obtaining purchase orders from vendors to ensure timely billing.
- Act as first line of defense for vendor questions & concerns regarding over budget invoicing, and any credit - rebill concerns.  
Send and receive emails from all assigned Editors to ensure Invoice compliance and accuracy as it Pertains to each shows contract.
- **Oracle software (Xytech Enterprise Live -Database)**

CCC Auditors & Finance - Contract

### Senior Accounts Payable Clerk

06/2013-09/2013

Martinez, CA

- Micro Soft Access--Visio database
- Audit invoices for correct coding, management signatures & calculation errors.
- Audit purchase orders for current date and amounts for accuracy and expiration.
- Accruing tax for taxable items per invoice as needed.
- Process county wide employee monthly reimbursements, other duties include making sure Vendor addresses are current and correct before being sent to process.
- **Approximately 325 to 400 invoices per week are being audited & approved for payment (estimate of \$400k) per week.**

Cardno-Entrix Environmental Services - Contract

10/2012 -6/2013

Concord, CA

### Accounts Payable Coordinator

- Full cycle Accounts Payable invoice analysis, auditing using **Advanced V-lookup & pivot tables**
- Project reporting and preparation, on finalization of all weekly & monthly invoicing.
- Create & balance spreadsheets to reconcile, and track invoice payment status.
- Assist in all areas of departmental strategic team building, with Senior Project Managers in Budgeting, Comprehensive cost savings.
- All other duties include: Time and expense billing for inter-departments, prepare confidential analysis Reports for executive management.
- **SAP Software (Vision Database)**

12/2007- 11/2011

Clean Harbors Environmental Services Inc.  
**Field Service Accountant/ Billing Specialist**

Benicia, CA

Lead Biller for refinery accounts: Valero, Conoco Philips Chevron with two million per monthly. Manage and reconcile Purchase Orders, **accounts payable**; matching, coding and selecting to voucher. Prepare and review month end close reports with General Manager reconciling of accounts and Income statements; Participate on weekly accounts receivable department calls to ensure strategic goals are met and past due balances are collected. Other duties include: Daily audit of Kronos- (*employee key time punch*) data entry & balancing of payroll, certified payroll (*state & local government contracts*)

- Full Cycle Accounting (***Time & Material Billing***)
- Prepare Financial Quotes for new business & existing
- General Ledger Reconciling/ Human Resources--***Payroll processing and weekly balancing***
- Month-End & Year- End Close
- Software: ***People Soft V-2, Win web, Beacon, Microsoft; Word, Excel, Outlook***

Clean Harbors Environmental Services, Employee Training  
**Certificate of Completion 2008 - 2010:**

- SA1030 Legal Contract Review and Submission
- CS3260 Managing Customer Purchase Orders
- MT1470 PeopleSoft PO Vouchering Procedure
- CS3270 PCard Expense Reports
- CS3105 Pricing Guidelines
- CS3165 Job Related PO Management
- CS3185 Open Order Management
- CS3115 Bulk Quote

11/2004 - 2/2005

Rogers & Hardin LLP - Contract  
**Legal Staff Accountant & Biller**

Atlanta, Georgia

Daily processing ***Client Matter Conflicts*** to ensure no discrepancies. Reconcile Partners and Associates Fixed Assets accounting and Medical/Dental Insurance Benefits Accounts payable expense, and Cash Flow Reporting.

- Processing of vendor payments
- Recording and reconciliation of all credit card transactions
- Processing employee expense reports
- Maintaining client/vendor files
- Preparing journal entries
- Reconciling and balancing general ledger accounts
- Researching and correcting account discrepancies.
- ***Elite Software, Micro Soft Word, Excel, Outlook***

04/2002 - 7/2004

PENTAGON TECHNOLOGIES

Hayward, California

**Senior AP/AR Specialist**

**Accounts Receivable:** Post journal entries reconcile out of balance accounts, perform month end accruals, Process and audit general ledger reports, P&L forecasting, collect on past due accounts, and generate Invoices for each billing cycle. **Accounts Payable:** Process Invoices daily **Matching, Coding and posting** Computerized and manual check disbursement (100-250) per week.  
Issue account statements and other financial statements per management

- Assist with weekly Payroll
- Balance batch control totals with source documents in order to locate errors, encode correct amounts, and prepare correction records.
- Software: *Great Plains, Microsoft Excel*

EDUCATION AND TRAINING:

**Santa Barbara Business College**

Professional Medical Billing and Accounting Studies  
Diploma, Certified Program Graduated July 14, 1995  
Fremont, California

## **RESUME OF:**

**Lin Jin**

# Lin Jin

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## JOB OBJECTIVE

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- Seeking a position as an entry level accounting professional.

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## QUALIFICATIONS

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- CPA candidate – REG passed, AUG passed, BEC passed, and FAR passed.

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## PROFESSIONAL EXPERIENCES

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- September 2012 to December 2013 Accounting Clerk  
Southeast Idaho Council of Government, Pocatello, ID, USA

- Enter general ledger batches, verify and total batches in fund accounting system.
- Enter accounts pay batches, verify and file.
- Balance monthly usage logs for copier, fax and postage, and prepare monthly journal entries for same.
- Update usage log and timesheet project codes.
- Maintain and update physical equipment inventory.
- Enter new and/or revised project budgets into accounting system.
- Make daily bank deposits.
- Complete bank reconciliations monthly.

- July 2012 to September 2012 Bookkeeper  
Bingham County Senior Center, Blackfoot, ID, USA

- Enter all invoices into QuickBooks in timely manner.
- Pay verified bills.
- Prepare bank deposits and enter daily deposits to ensure timeliness and accuracy.
- Print paychecks and enter payroll information into QuickBooks.
- Prepare monthly reports as needed to the General Manager and the Board of Directors.

- September 2002 to February 2008 Cost Estimator  
WeiCheng Real Estate Development Company, Guangzhou, Guangdong, P.R. China

- Prepared and delivered estimates and cost plans throughout a construction project's lifecycle.
- Produced estimates to deliver the best cost solution for each project, bearing in mind all constraints.
- Undertook large and complex estimates pre/post-contract in support of business plans and program teams.
- Took a proactive role in developing and improving technical competence in teams.
- Analyzed the designs/blueprints received from the concerned departments.
- Worked with various departments to understand domain specific technicalities in the received design.
- Coordinated with higher management regarding rough estimation of budget for the received design.
- Produced site budget estimates for all new developments ensuring the company was cost efficient.
- Maintained precise documentation and produced internal reports of all the involved processes.

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## ACCOUNTING SKILLS

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- Government and Not-For-Profit Accounting: Prepare Popular Annual Financial Report (PAFR) for the City of Fargo, North Dakota; Prepare fund financial statements and governmental-wide financial statements.
- Auditing: Apply General Accepted Auditing Standards (GAAS) to analyze ethical and fraud cases.
- Tax: Prepare individual income tax return; Plan and practice corporation income tax return.

- Financial Accounting: Strong knowledge of General Accepted Accounting Principles (GAAP) and International Financial Reporting Standards (IFRS); Prepare and analyze financial statements; Prepare combined and consolidated financial statements.
- Cost accounting: Accumulate, report and analyze cost information for decision-making and external reporting; Use cost accounting systems for planning and controlling cost; Use various cost accounting methods such as activity-based costing, target costing and just in time management techniques in service and manufacturing industries.
- Accounting information system: Understand the patterns of flow of accounting information in business; Prepare flowchart; Analyze manual and computerized transaction cycles.

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## E D U C A T I O N

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- Master of Accountancy, 2012 – December, 2013      GPA: 3.90  
Idaho State University, Pocatello, Idaho, USA
- Major in Accounting, 2012  
North Dakota State University, Fargo, North Dakota, USA
- Major in Accounting, 2010 – 2011  
University of South Dakota, Vermillion, South Dakota, USA
- Bachelor Degree in Project Management, 2007  
Guangzhou University, Guangzhou, P.R. China
- Associate Degree in Civil Engineering, 2002  
Guangzhou University, Guangzhou, P.R. China

**RESUME OF:**

**Julie Pichelli**



# JULIE PICHELLI

## CAREER SUMMARY

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Accounting professional with eight years experience and demonstrated expertise in developing and managing accounting policies and procedures, preparing financial statements, providing business guidance to company owners and working with auditors and outside tax advisors. In depth auditing experience in governmental, nonprofit and private entities. Comprehensive knowledge of GAAP and accounting information systems. Advanced in MS Office and QuickBooks.

## EXPERIENCE

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9/2010 - Present      **MeridianLink, Inc.**      Costa Mesa, California

*Leading developer and provider of web-based solutions and systems integrations for financial institutions*

### Accounting Specialist

- Top accountant in 100+ employee company and work directly with Owners and Managers on financial matters
- Manage all accounting/finance processes and oversee Accounts Receivable Clerk in billing and collections
- Streamlined billing and expense reconciliation process to make more efficient- automated 30% of manual work
- Compile financial statements for three entities and prepare and file necessary tax forms
- Created and analyze monthly sales and expense trend reports to evaluate sales performance and minimize expenses
- Function as primary contact for government auditors and tax CPA
- Established accounting department by developing all policies and procedures and internal control functions
- Developed standardized collections procedures- improved collections turnover by 33%
- Work with customers, vendors and internal personnel resolving a variety of business issues in a timely manner

9/2009 – 11/2010      **Optimal Print Technologies, LLC**      Irvine, California

*Private printing services provider*

### Independent Consultant

- Provided financial consulting, maintained accounting records using QuickBooks and managed accounts payable
- Prepared bank reconciliations, month end closing, quarterly sales tax and performed expense analysis

8/2007 – 8/2009      **Macias Gini & O'Connell, LLP**      Newport Beach, California

*Public accounting firm specializing in government, nonprofit and private entities*

### Experienced Associate Auditor

- Arranged and performed client financial audits and internal control assessments
- Seniored component unit audits, interim engagements, compliance audits and special assignments
- Reviewed and analyzed clients' internal controls, identified strengths and weaknesses to make recommendations
- Supervised staff on engagements and worked directly with client to coordinate audit activities and plan
- Reviewed reports and statements prepared by administrative staff to ensure quality control
- Developed engagement budgets and prepared financial statements, accompanying notes and State Controller Reports

11/2005 – 1/2007      **Singer Lewak Accountants and Consultants**      Santa Ana, California

**Audit Intern-** part-time while full time college student

- Assisted with financial audits, reviews, inventory observations, financial analysis, forensic audits, research, corporate accounting services, preparing financial statements and tax returns

7/2003 – 10/2005      **Citibank**      Costa Mesa, California

**Financial Associate-** part-time while full time college student

- Performed service transactions for customers, prepared daily closing reports and trained new employees
- Developed sales tracking method and achieved monthly sales goals while complying with regulatory requirements

## EDUCATION

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2003 - 2007      **California State University, Fullerton**      Fullerton, California

- Bachelor of Arts in Business Administration, Concentration in Accounting
- Dean's Honor Roll and Accounting Society Member

**RESUME OF:**

**Keslyn Nguyen**

# Keslyn Nguyen

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## Objective

Seeking an Executive Assistant position in your organization

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## Summary

I have excellent communication, interpersonal skills, previous sales, customer service, and administrative experiences. Further, I have the ability to easily grasp and put into application new ideas, concepts, methods and technologies. I am a dedicated, innovative, and self-motivated team player/builder.

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## Achievement

\*Referred clients to Landmark Mortgage Company and had several bonuses and perks

\*Fast and efficient at work and received a bonus with perks (at Venturi Partners)

\*Improved production and saved cost for the Active Rehab office

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## Experience

**9/2012 – 2/2013**

**Workway**

**Newport Beach, CA**

Administrative Assistant / Human Resource Assistant

- Processed payroll documents, medical benefits documents, and human resources documents
- Assisted C-level executives by creating, composing, and editing of documents, contracts, and human resources policies
- Assisted Human Resources Department on various projects, using Word and Excel, HR payroll data software, and HR software
- Prepared new hire packages, scheduled shipment of new hire employee packages, and received confirmation of delivery

**1/2012 – 3/2012**

**Mattson Resources**

**Costa Mesa, CA**

Administrative Assistant to Sales / Accounting Managers

- Screened phone calls and directed calls to appropriate parties or relayed messages
- Assisted sales department with purchase orders, shipments information, and marketing research
- Performed bookkeeping and maintenance of special documents using word processing, or database software
- Processed account payable, assisted with payroll, printed checks to vendors and customers, and sales orders

**5/2010- 1/2012**

**Landmark Homes Realty and Mortgage**

**Westminster, CA**

Executive Assistant / Sales Representative

- Filtered phone calls, directed calls and greeted visitors
- Arranged business network meetings and seminars, assisted with sales and business cards
- Referred new business and personal networks
- Assisted with sales and marketing, cold callings, sign postings, and open houses
- Prospected and developed new client relationships within assigned markets
- Created and managed new accounts, maintained vendor master file including but not limited to updating, put on hold, and release from hold
- Assisted with escrow and loan processing, and other special projects

**5/2006–4/2010**

**Capital Counsel Group**

**Irvine, CA**

Executive Assistant

- Read and analyzed incoming memos, submissions, and reported to determine their significance and plan their distribution
- Performed general office duties, such as ordering supplies, maintaining records management database systems, and performing basic bookkeeping work
- Conducted research, compiled data, prepared papers for consideration and presentation by executives and attended meetings to record minutes
- Assisted with processing of court judgments, advised customers of payment alternatives, and negotiated payment plans and contract agreements
- Prepared invoices, reports, memos, letters, and other documents, using word processing, spreadsheet, database, or presentation software
- Established leads and followed up with clients and scheduled appointments
- Filed and retrieved corporate documents, records, and reports
- Received, reviewed, sorted, and batched invoices

**10/2005–4/2006**

**Orange County Teachers Federal Credit Union**

**Tustin, CA**

Executive Assistant

- Assisted Senior Vice President and Vice President of Lending
- Assisted in department with 400 associates
- Generated monthly reports, expenses, and loan participation wirings
- Managed scheduling of travel arrangements, coordinated conference meetings/calls (internal and external), and special events (includes foods and facilities)
- Accurately reviewed and prepared, formatted, and revised documents, PowerPoint presentations and correspondence
- Organized and tracked shipping documents and materials, managed data and record keeping
- Conducted research and prepared statistical and executive reports as directed
- Audited loan documents and vouchers
- Maintained excellent professional communication with all level of management

**6/1995–10/2005**

**Active Rehab Physical Therapy**

**Laguna Hills, CA**

Manager

- Developed strategic and exit plan, processed billing and credentialing documents, composed and edited letters, and researched marketing
- Interviewed employee and volunteers, established and maintained specifications for supplies and service contracts, managed budget and control expenses for the facility
- Improved production and saved cost for the company
- Data entry of patient's information and medical billing, audited medical billing and medical transcription

**Education**

**Vanguard University of Southern California**

**Costa Mesa, CA**

B.A., Business

**Rancho Santiago College**

**Santa Ana, CA**

A.A., Liberal Arts

Human Resource Management Certification

**Skills**

Excellent written and verbal communication and interpersonal skills

5 years of related sales and customer service experiences

Excellent attention to detail

Good problem solving and time management skills

Advanced skills in Microsoft Suite (Word, Excel, PowerPoint, Outlook, and Access), MAS90,

QuickBooks, Fishbowl, Time Slips, Visio

Bilingual: Vietnamese and English