



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

January 19, 2006

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

Dear Supervisors:

**ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is not subject to the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Armed and Unarmed Security Services for Public Works Headquarters Complex in the annual sum not to exceed \$597,000 to Securitas Security Services, Inc., located in Torrance, California, and direct the Mayor to execute the contract. This contract will be for a period of one year commencing on February 21, 2006, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Delegate authority to the Director of Public Works to annually expend up to 15 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required.

5. Authorize the Director to renew this contract for each renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months, for the convenience of the County; or to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is a Proposition A contract of which has been contracted since 1989. The purpose of this action is to continue contracting for this service. This contract is for armed and unarmed security services at our Headquarters Complex to prevent theft and/or vandalism of County property. The contractor will provide trained security personnel for the purpose of securing the Complex, controlling egress and ingress at the facilities, and preventing individuals or groups from committing illegal acts, which could be injurious to others and/or lead to the destruction of property. The scope of work includes around-the-clock security coverage, 365 days per year.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This contract improves internal operations through the utilization of this contractor's specialized expertise to provide this service accurately, efficiently, timely, cost-effectively, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed \$597,000, and this amount can be augmented by up to 15 percent annually for unforeseen, additional work within the scope of work of the contract. The additional funds provide for unanticipated needs, such as emergency security operations for national and local emergencies, threats to our employees, and additional armed or unarmed security officers at other Public Works facilities. These additional funds will not be expended without the Director's authorization. The annual amount is based on the price quoted by the contractor.

Financing for this service is included in Public Works' 2005-06 Internal Service Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board, and services in other funds will not be ordered without the funding authorization of

Public Works Financial Management Branch. There will be no impact on net County cost.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

No cost-of-living adjustments will be granted under this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the CEQA and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On October 26, 2005, Public Works solicited proposals from 206 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On November 21, 2005, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One proposal was incomplete, considered nonresponsive and, therefore, disqualified for failing to submit the required bid guaranty. The remainder of the proposals having met these requirements, were then evaluated by an evaluation committee consisting of

Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and labor/payroll record keeping. Labor law violations were found for the top two rated proposers. These violations were forwarded to the County's Labor Law Assessment Team. Based upon the Team's review of both reported and not reported violations, the top rated proposer, Securitas Security Services, Inc., received a 3 percent deduction from its score and the number two rated proposer, Akal Security, Inc., received a 2 percent deduction from its score. As a result of these deductions, Securitas Security Services, Inc., is still the highest rated proposer. Pursuant to County Code Section 2.121.420, the highest scoring qualified proposer was also determined to be cost-effective. Based on this evaluation, it is recommended that this contract be awarded to the highest rated proposer, Securitas Security Services, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and the services contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor, and the performance bond will be obtained upon award of contract.

As requested by your Board, the contractor has submitted a safety record, which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
January 19, 2006
Page 5

CONCLUSION

Enclosed are three copies of the Agreement. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

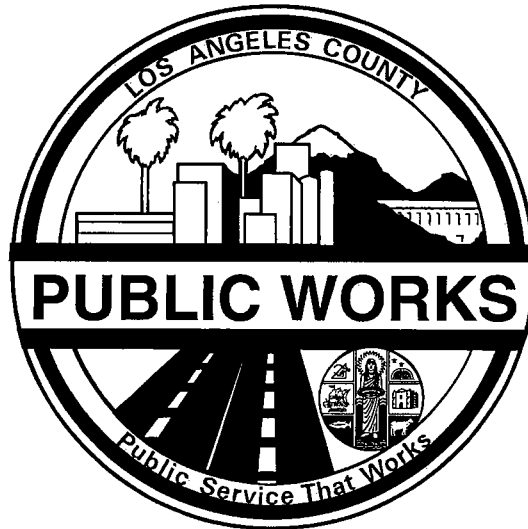
DONALD L. WOLFE
Director of Public Works

LG
P:\aspub\CONTRACT\Leticia\Security-HQ\SECURITY HQ 2006\BD LTR HQ.doc

Enc. 2

cc: Chief Administrative Office
County Counsel

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

AND

SECURITAS SECURITY SERVICES, INC.

FOR

ARMED AND UNARMED SECURITY SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX

TABLE OF CONTENTS

AGREEMENT FOR ARMED AND UNARMED SECURITY SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-23
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.4
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit..	B.6
K. Recycled-Content Paper Products.....	B.6
L. Disclosure of Information.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.8
S. Gratuitous Work.....	B.9
T. Assignment.....	B.9
U. Subcontracting.....	B.9
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection.....	B.10
Y. Validity.....	B.10
Z. Waiver.....	B.11

SECURITAS

Armed and Unarmed Security Services Proposal

for

County of Los Angeles

Department of Public Works

Headquarters Complex

Securitas Security Services

400 Crenshaw Blvd. #200

Torrance, CA 90503

(310) 787-1746

John Delaney

November 21, 2005



Table of Contents (by tab section)

Letter of Transmittal

Capabilities of Securitas Security Services

- Capabilities
- Organization charts
- Company history
- Biographies of key personnel

Work Plan—by letter tabs

- a. Full-time employees
- b. Response to the Scope of Work
- c. Additional coverage
- d. Security training program
- e. Recruiting and background screening
- f. Turnover rate of security personnel
- g. Turnover rate planning
- h. Officer uniforms
- i. Security plan---Service Initiation Workbook is in the back cover
- j. Service Excellence (quality control program)

Cost Methodology

- Pricing—PW-2.1
- Cost methodology—PW-8.1+

References—PW-6

Labor Payroll Allegations and Violations—LW-4 and LW-5

Financial Statements

Officer benefits and incentive programs—LW-7

Security license

Proof of Insurance

Bid Bond

Payroll Recordkeeping information

Additional information

Additional forms (not found in the balance of the proposal) PW-1 (followed by signature authorization) PW-3, PW-4, PW-5, PW-7,

PW-8, PW-9, PW-10, PW-11, PW-12, LW-2, and LW-3

Service Initiation Workbook (part of the Security Plan)

SECURITAS

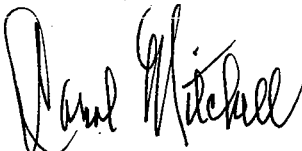
November 21, 2005

Letter of Transmittal

Securitas Security Service understands the work to be accomplished as presented in this Request for Proposal. The person below is legally authorized by Securitas to make representations for Securitas and to enter into contracts.

Carol Mitchell
Branch Manager
Securitas Security Services
1055 Wilshire Blvd #1860
Los Angeles, CA 90017
213-580-8826

Sincerely,



Carol Mitchell
Branch Manager

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature:
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DISE	Date of Incident: 1/23/04
Case Number/Date Claim Opened: 0674412	Date Claim Opened: 3/30/04
Name: ALVIN DELEON	
Name and Address Of Claimant: Street Address: 3333 WILSHIRE BLVD	City, State, Zip: LOS ANGELES, CA 90010
Description of Work (e.g., janitor): SECURITY OFFICER	
Description of Allegation and/or Violation: Unpaid Wages	
Disposition of Finding (attach Disposition letter): Amount Paid; \$ 0	
(e.g., liquidated damages, penalties, Debarment, etc.)	

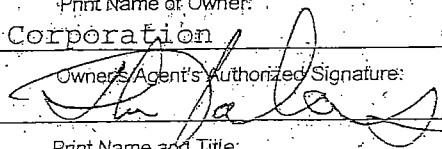
Additional Pages are attached for a total of **126** pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years:

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owners/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>15-15515</u>	Date Claim Opened: <u>10-7-2003</u>
Name of Claimant: <u>Curtis Demarzi</u>	
Name and Address of Claimant: <u>3860 Glenwood St</u>	
City, State, Zip: <u>Eureka, CA 95501</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Meal / Break</u>	
Disposition of Finding: (attach disposition letter) <u>DDA ISSUE Recover \$5,087.20 5-11-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

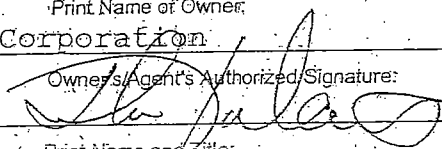
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-30857</u>	Date Claim Opened: <u>9-22-2003</u>
Name and Address Of Claimant:	Name: <u>Madys Edwards</u> Street Address: <u>1042 East Fairview Bl</u> City, State, Zip: <u>Inglewood, CA 90302</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Standby</u>
Disposition of Finding: (attach Disposition letter):	<u>Dismissed Plaintiff Failed to Appear</u> <u>3-30-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

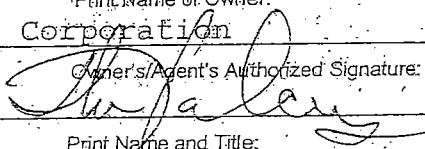
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of incident:
Case Number/Date Claim Opened: <u>14-20345</u>	Case Number: <u>10-24-2003</u>
Name of Claimant: <u>Leon Estremera</u>	Date Claim Opened: <u>10-24-2003</u>
Name and Address of Claimant: <u>140 Mark Randy</u>	Street Address:
City, State, Zip: <u>Modesto, CA 95350</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Board</u>	
Description of Allegation and/or Violation: <u>Waiting Time Penalties</u>	
Disposition of Finding (attach Disposition letter): <u>Direct Pay \$217.48</u>	<u>12-15-2003</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

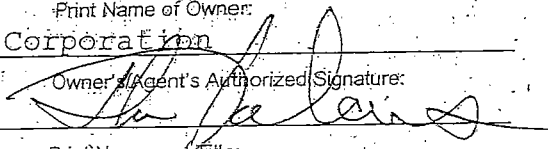
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form), for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John DeLaney, B.D. Mgr</u>

Public Entity: Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>06-74635</u>	Case Number: <u>3-22-2004</u>
Name and Address Of Claimant:	Name: <u>Maria Figueroa</u>
	Street Address: <u>1547 W. 79th St</u>
	City, State, Zip: <u>Los Angeles, CA 90047</u>
Description of Work: (e.g., janitor)	
Description of Allegation and/or Violation: <u>Wages Overtime</u>	
Disposition of Finding: (attach <u>ODA issue; Plaintiff recover from</u>	
Disposition (letter): <u>Defendant - \$2,369.16</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

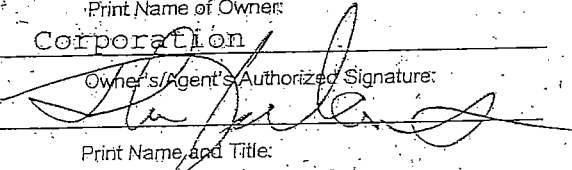
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-31748</u>	Date Claim Opened: <u>1-5-2004</u>
Name of Claimant: <u>Niaara Fischer</u>	
Name and Address of Claimant: <u>767 Sunrise Bl #15</u>	Street Address:
<u>Long Beach, CA 90806</u>	City, State, Zip:
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>vacation</u>	
Disposition of Finding (attach Disposition letter): <u>DLSE lack jurisdiction 7-8-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

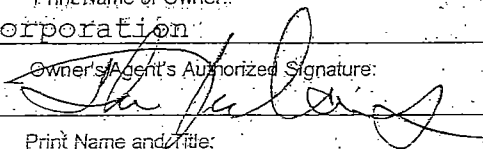
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>96-75692</u>	Case Number: <u>615-2004</u>
Name of Claimant: <u>Errol Flynn</u>	Date Claim Opened:
Name and Address of Claimant: <u>404 E First St #1132</u>	Street Address:
City, State, Zip: <u>Long Beach CA 90802</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Guard</u>	Description of Allegation and/or Violation: <u>Violation</u>
Disposition of Finding (attach Disposition letter): <u>Scheduled for conference 9/30/2004</u>	Disposition of Finding (attach Disposition letter):
(e.g., liquidated damages, penalties, Debarment, etc.)	

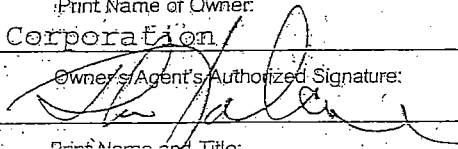
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John DeLaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-57753</u>	Date Claim Opened: <u>4-30-2004</u>
Name: <u>Kassai Gebrehanna</u>	
Name and Address Of Claimant: Street Address: <u>382 N. Lake Drive #60</u>	
City, State, Zip: <u>San Jose, CA 95117</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Violation</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed failed to Appear 9-15-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.	

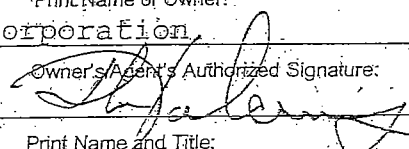
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>13-33809</u>	Case Number: <u>4-30-2004</u> Date Claim Opened:
Name and Address Of Claimant:	Name: <u>Alberto Gonzalez</u> Street Address: <u>141 E. Stroube St</u> City, State, Zip: <u>Oxnard, CA 93036</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding: (attach Disposition letter: (e.g., liquidated damages, penalties, Debarment, etc.))	<u>Closed No Response from Plaintiff</u> <u>8-30-2004</u>

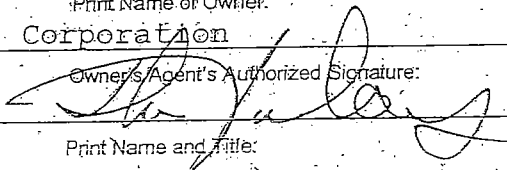
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity: Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>1545895</u>	Date Claim Opened: <u>12-16-2003</u>
Name: <u>Calvin Greene</u>	
Name and Address Of Claimant: Street Address: <u>2141 Pillon Dr.</u>	
City, State, Zip: <u>McKinleyville, CA 95519</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Meal/Break</u>	
Disposition of Finding (attach Disposition letter): <u>Direct Pay \$2,157.85</u>	<u>5-27-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

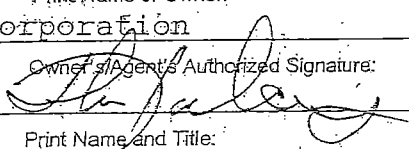
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>13-33393</u>	Date Claim Opened: <u>7-9-2014</u>
Name of Claimant: <u>Rose Ann Hanlon</u>	
Name and Address of Claimant: <u>11104 Carlos St.</u>	
City, State, Zip: <u>Ventura, CA 93004</u>	
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>Violation</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed DLSE lack of Jurisdiction</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

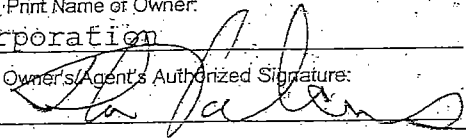
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-56808</u>	Date Claim Opened: <u>6-22-2004</u>
Name and Address Of Claimant:	Name: <u>Michael Hankins</u> Street Address: <u>707 Curtner Ave #302</u> City, State, Zip: <u>San Jose, CA 95125</u>
Description of Work (e.g., janitor):	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Wages, Violation</u>
Disposition of Finding (attach Disposition letter):	<u>Dismissed - No Merit 6-22-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

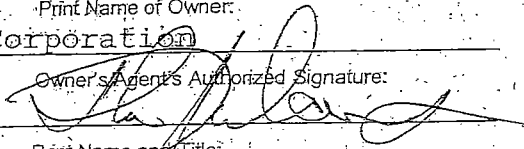
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>06-76456</u>	Date Claim Opened: <u>9-9-2004</u>
Name and Address Of Claimant:	Name: <u>Ray Hinton</u> Street Address: <u>5017 S Arlington Ave</u> City, State, Zip: <u>LA, CA 90043</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	
Disposition of Finding: (attach Disposition letter)	<u>Under Investigation</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

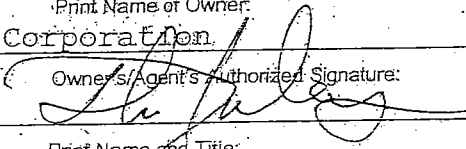
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>17-32893</u>	Date Claim Opened: <u>6-25-2003</u>
Name of Claimant: <u>George Higgenbotham</u>	Name: <u>George Higgenbotham</u>
Name and Address of Claimant: <u>7339 Woodman Ave #5</u>	Street Address: <u>7339 Woodman Ave #5</u>
City, State, Zip: <u>Van Nuys, CA 91405</u>	City, State, Zip: <u>Van Nuys, CA 91405</u>
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>wages</u>	
Disposition of Finding (attach Disposition letter): <u>Settlement</u> <u>9/15-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

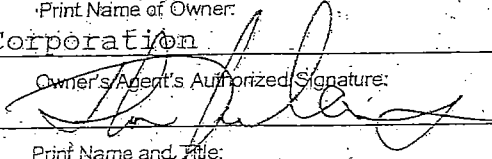
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DESI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>01-26962</u>	Date Claim Opened: <u>1-24-2004</u>
Name and Address Of Claimant:	Name: <u>Jacob Holt</u> Street Address: <u>3805 Wible Rd #1</u> City, State, Zip: <u>Bakersfield, CA 93309</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>wages</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Direct Pay \$160.00 2-24-2004</u>

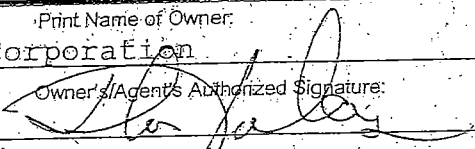
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>15-15546</u>	Case Number: <u>10-17-2003</u>
Name of Claimant: <u>Robert Horner</u>	Date Claim Opened:
Name and Address of Claimant: <u>4336 Crestview Dr</u>	Street Address:
City, State, Zip: <u>Eureka, CA 95503</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Guard</u>	Description of Work: (e.g., janitor)
Allegation and/or Violation: <u>Meal Break</u>	Allegation and/or Violation:
Disposition of Finding (attach Disposition letter): <u>ODA Issue - Recover \$4,567.78</u>	Disposition of Finding (attach Disposition letter):
(e.g., liquidated damages, penalties, Debarment, etc.)	(e.g., liquidated damages, penalties, Debarment, etc.)

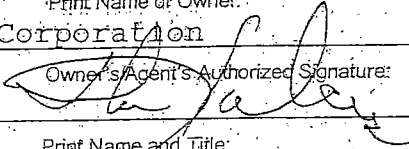
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-5-2004</u>	Case Number: <u>10-52979</u> Date Claim Opened: <u>1-15-2004</u>
Name and Address Of Claimant:	Name: <u>William Hughes</u> Street Address: <u>3621 Vista Campana South</u> City, State, Zip: <u>Oceanside, CA 92057</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Wages</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Direct Pay \$109.25 4-2-2004</u>

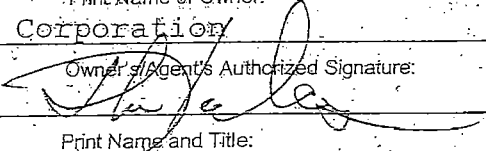
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-54652</u>	Case Number: <u>7-10-2004</u>
Name of Claimant: <u>Stacy Humphreys</u>	Date Claim Opened: <u>7-10-2004</u>
Name and Address of Claimant: <u>8440 EASTGATE #129</u>	Street Address: <u>San Diego, CA 92121</u>
Description of Work: (e.g., janitor) <u>Guard</u>	City, State, Zip: <u>San Diego, CA 92121</u>
Description of Allegation and/or Violation: <u>Bonus</u>	Disposition of Finding (attach Discussion letter): <u>98a hearing awaiting schedule</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

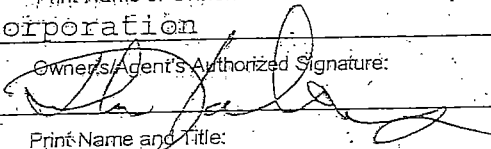
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owners/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>08-39377</u>	Date Claim Opened: <u>1-30-2003</u>
Name and Address Of Claimant:	Name: <u>Mary Jaggard</u>
	Street Address: <u>5325 Marconi Ave #22</u>
	City, State, Zip: <u>Carmichael, CA 95608</u>
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>Violation</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed DLSE lack Jurisdiction</u>	
(e.g., liquidated damages, penalties, Debarment, etc.): <u>2-2-2004</u>	

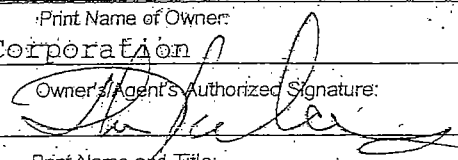
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years:

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>		Date of Incident:
Case Number/Date Claim Opened:	Case Number: <u>09-17642</u>	Date Claim Opened: <u>1-14-2004</u>
Name of Claimant:	Name: <u>Crain Jung</u>	
Name and Address of Claimant:	Street Address: <u>41500 Washington St #271</u>	
	City, State, Zip: <u>Bermuda Dunes, CA 92201</u>	
Description of Work (e.g., Janitor):	<u>Guard</u>	
Description of Allegation and/or Violation:	<u>Vacation</u>	
Disposition of Finding (attach Disposition letter):	<u>Dismissed DLSE lack jurisdiction</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	<u>2/27/2004</u>	

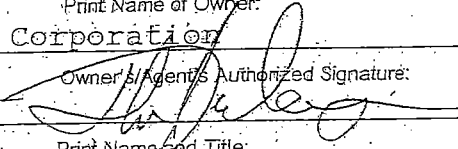
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-5-7751</u>	Date Claim Opened: <u>4-30-2004</u>
Name and Address Of Claimant:	Name: <u>Puramjit Kambal</u> Street Address: <u>1787 Hillmont Ave</u> City, State, Zip: <u>San Jose, CA 95127</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding (attach Disposition letter):	<u>Dismissed 9-15-04</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	<u>Failed to appear</u>

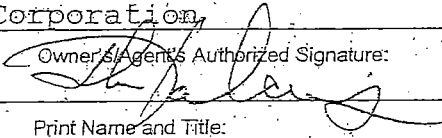
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>09-18431</u>	Date Claim Opened: <u>3-5-2004</u>
Name of Claimant: <u>Gerald Lawrenz</u>	
Name and Address of Claimant: Street Address: <u>7459 Kenyon Ave</u>	
City, State, Zip: <u>Hesperia, CA 92345</u>	
Description of Work (e.g., Janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages Overtime</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed no violations found</u>	
(e.g., liquidated damages, penalties, Debarment, etc.): <u>4/14/2007</u>	

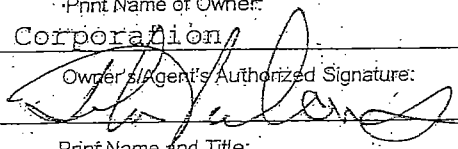
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years:

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident: _____
Case Number/Date Claim Opened: <u>17-34993</u>	Case Number: _____ Date Claim Opened: <u>1-24-2004</u>
Name and Address Of Claimant:	Name: <u>Luis Harris</u> Street Address: <u>11057 Cantara Street</u> City, State, Zip: <u>Sun Valley, CA 91352</u>
Description of Work: (e.g., janitor)	<u>Beard</u>
Description of Allegation and/or Violation:	<u>Waiting Time Penalty</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Direct Pay \$1339.39 5-27-2004</u>

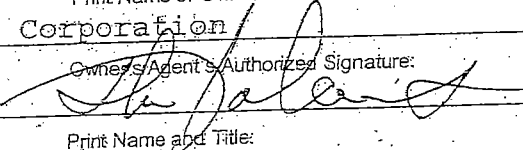
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DISI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>01-27628</u>	Date Claim Opened: <u>5-24-2004</u>
Name and Address Of Claimant:	Name: <u>Katrina Livengood</u>
Description of Work (e.g., janitor):	Street Address: <u>9807 Gold Dust Drive</u>
Description of Allegation and/or Violation:	City, State, Zip: <u>Bakersfield, CA 93311</u>
Disposition of Finding (attach Disposition letter):	Description of Work: <u>Guard</u>
(e.g., liquidated damages, penalties, Debarment, etc.):	Disposition of Finding (attach Disposition letter): <u>Direct Pay \$ 988.35 7-6-2004</u>

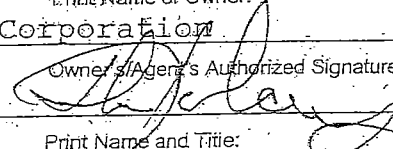
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>09-17661</u>	Case Number: <u>1-14-2004</u> - Date Claim Opened:
Name and Address Of Claimant:	Name: <u>ANTONIO McCAIN</u> Street Address: <u>80000 AVENUE 48 ST</u> City, State, Zip: <u>INDIO, CA 92201</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Dismissed DLSE LACK Jurisdiction</u> <u>2-27-2004</u>

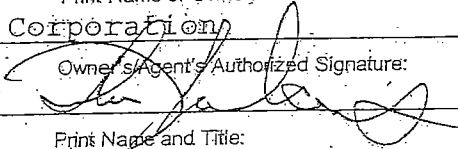
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-58630</u>	Date Claim Opened: <u>9-9-2007</u>
Name: <u>Cecelia McCracken</u>	
Name and Address of Claimant: <u>419 Georgetown</u>	Street Address:
<u>Vallejo, CA 94590</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages</u>	
Disposition of Finding: (attach Disposition letter): <u>Under Investigation</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

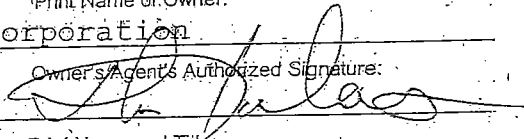
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity: Name: <u>DLSI</u>	Date of Incident:
Case Number/Date: Claim Opened:	Case Number: <u>05-37008</u>
	Date Claim Opened: <u>10-6-2003</u>
Name and Address Of Claimant:	Name: <u>JOHN MICHLER</u>
	Street Address: <u>4315 W. 182nd St.</u>
	City, State, Zip: <u>Torrance, CA 90504</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Bonus, Incentive Wage, Jury Duty</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Direct Pay \$270.52 9-2-2004</u>

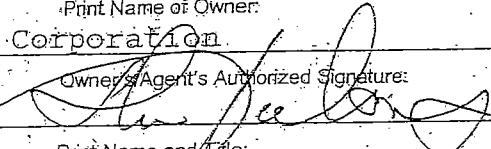
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-32877</u>	Date Claim Opened: <u>5-3-2004</u>
Name and Address Of Claimant:	Name: <u>Stan MOISER</u>
Street Address:	<u>3649 N. Studebaker Rd</u>
City, State, Zip:	<u>Long Beach, CA 90808</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>wage</u>
Disposition of Finding (attach Disposition letter):	<u>Direct Pay \$1,152.16</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	<u>6-7-2004</u>

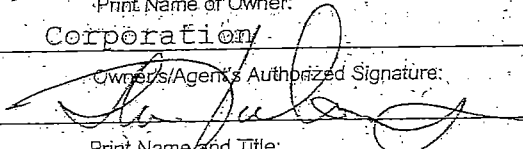
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: Securitas	Print Name of Owner: Corporation
Print Address of Firm: 500 S. Main St #500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Name and Title: John Delaney, B.D. Mgr

Public Entity Name: DLSE	Date of Incident:
Case Number/Date Claim Opened: 15-14852	Date Claim Opened: 4-21-2003
Name and Address Of Claimant:	Name: Albert Moser
Street Address:	1883 27th St
City, State, Zip:	Arcaata, MA 95521
Description of Work: (e.g., janitor)	Guard
Description of Allegation and/or Violation:	Meal/Break
Disposition of Finding: (attach Disposition letter)	ODP Issue Recover \$2,653.59 8/26/2007
(e.g., liquidated damages, penalties, Debarment, etc.)	

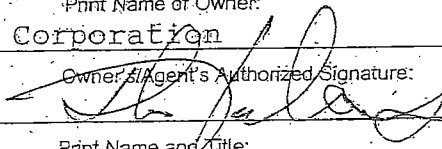
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity: Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-53353</u>	Case Number: <u>8-4-2004</u> Date Claim Opened:
Name and Address Of Claimant:	Name: <u>Edwardo Morales</u> Street Address: <u>98 W. Santa Fe Ave</u> City, State, Zip: <u>Pittsburgh, PA 94565</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Vacation, Uniform Reimbursement</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Schedule for Conference 10-27-04</u>

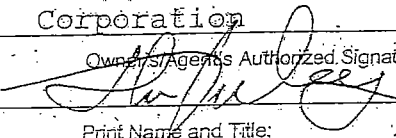
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-57749</u>	Date Claim Opened: <u>4-30-2004</u>
Name and Address Of Claimant:	Name: <u>David Morgan</u> Street Address: <u>4206 Bay Street #217</u> City, State, Zip: <u>Fremont, CA 95008</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Reaction</u>
Disposition of Finding (attach Disposition letter):	<u>Dismissed 9-15-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.	

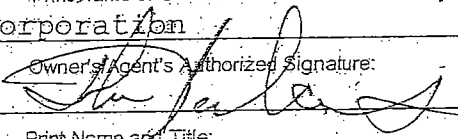
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: Securitas	Print Name of Owner: Corporation
Print Address of Firm: 500 S. Main St #500	Owner's Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Name and Title: John Delaney, B.D. Mgr

Public Entity: Name: DLSE	Date of Incident:
Case Number/Date: Claim Opened: 17-35145	Case Number: Date Claim Opened: 1-27-2004
Name and Address Of Claimant:	Name: MARK HISGONE
Description of Work: (e.g., janitor)	Street Address: P.O. Box 4101565
Description of Allegation and/or Violation:	City, State, Zip: Los Angeles, CA 90046
Disposition of Finding (attach Disposition letter):	Description of Work: Guard
(e.g., liquidated damages, penalties, Debarment, etc.)	Description of Allegation and/or Violation: Wares
	Disposition of Finding (attach Disposition letter): Dismissed, failed to appear 7/6/2004

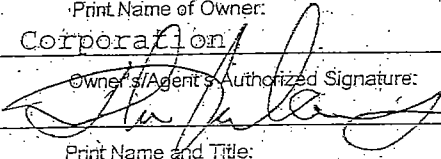
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-57752</u>	Date Claim Opened: <u>4-30-2004</u>
Name and Address of Claimant: <u>5513 Vineyard Point Court</u>	Name: <u>A Panah</u>
City, State, Zip: <u>Salinda, CA 95368</u>	City, State, Zip: <u>Salinda, CA 95368</u>
Description of Work: (e.g., janitor) <u>Beard</u>	Description of Allegation and/or Violation: <u>vacation</u>
Disposition of Finding (attach Disposition letter): <u>Dismissed failed to appear 9/15/2004</u>	Disposition letter: (e.g., liquidated damages, penalties, Debarment, etc.)

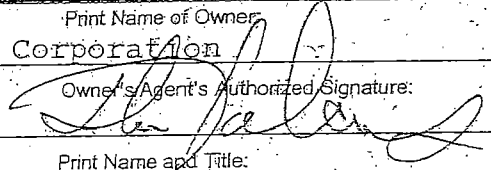
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation:
- Debarment by a public entity listed below within the past ten (10) years:

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John DeJaney, B.D. Mgr</u>

Public Entity: Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-53631</u>	Case Number: Date Claim Opened: <u>9-9-2004</u>
Name and Address Of Claimant:	Name: <u>Glora Patterson</u>
Street Address: City, State, Zip:	<u>200 Oakridge Way</u> <u>Rio Vista, CA 94571</u>
Description of Work (e.g., janitor):	<u>Beard</u>
Description of Allegation and/or Violation:	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.	<u>Under Investigation</u>

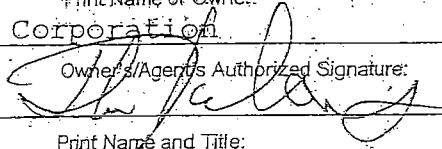
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-52573</u>	Date Claim Opened: <u>4-28-2004</u>
Name and Address of Claimant: <u>Stephen Penquite</u>	Street Address: <u>466 41st #10</u>
	City, State, Zip: <u>Oakland, CA 94609</u>
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Sick Holiday, Vacation</u>	
Disposition of Finding (attach Disposition letter): <u>Direct Pay \$ 3782.16</u>	
<u>8-10-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

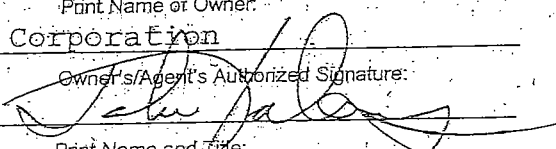
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John DeLaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>15-15464</u>	Date Claim Opened: <u>9-23-2003</u>
Name and Address of Claimant: Name: <u>Richard Perry</u> Street Address: <u>4791 Meyers Ave.</u> City, State, Zip: <u>Eureka, CA 95501</u>	
Description of Work: (e.g., janitor) <u>Ceiling</u>	
Description of Allegation and/or Violation: <u>Meal/Break</u>	
Disposition of Finding (attach Disposition letter): <u>ODA Issue Recover \$5,677.93</u> <u>8-11-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

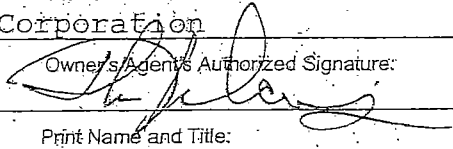
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form. (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date: Claim Opened: <u>89-17527</u>	Date Claim Opened: <u>12-31-2003</u>
Name and Address Of Claimant:	Name: <u>Alfred Pina</u> Street Address: <u>816 W. 17th St</u> City, State, Zip: <u>San Bernardino, CA 92410</u>
Description of Work: (e.g., janitor)	<u>Beard</u>
Description of Allegation and/or Violation:	<u>Waiting Time, Penalty</u>
Disposition of Finding: (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>ADA Issue Plaintiff to Recover \$2,208.90 6-2-2004</u>

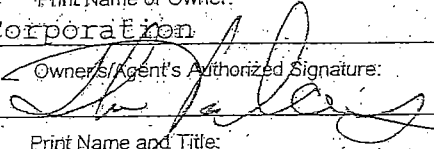
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owners/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-531043</u>	Date Claim Opened: <u>9-13-2004</u>
Name and Address Of Claimant:	Name: <u>Melanie Polk</u> Street Address: <u>5700 Foothill BL #B</u> City, State, Zip: <u>Oakland, CA 94605</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>wages</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Under investigation</u>

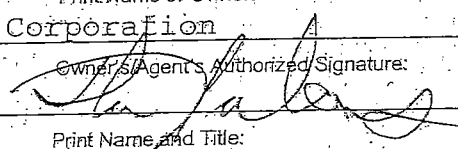
2 Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-53524</u>	Case Number: <u>8-25-2004</u>
Name of Claimant: <u>Henry Revels</u>	Date Claim Opened:
Name and Address of Claimant: <u>1900 Mount Powell Ct</u>	Street Address:
<u>Antioch, CA 94531</u>	City, State, Zip:
Description of Work (e.g., janitor): <u>Guard</u>	Description of Allegation and/or Violation: <u>EXPENSES</u>
Disposition of Finding (attach Disposition letter): <u>Scheduled for Conference 11-2-2004</u>	Disposition letter: (e.g., liquidated damages, penalties, Debarment, etc.)

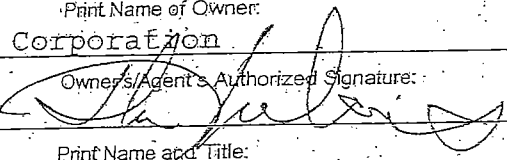
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>08-40139</u>	Case Number: <u>4-250003</u> Date Claim Opened:
Name: <u>Sharon Ross</u>	Name and Address Of Claimant: Street Address: <u>11 Lincola Ave</u> City, State, Zip: <u>Woodland, CA 95695</u>
Description of Work (e.g., janitor): <u>Guard</u>	Description of Allegation and/or Violation: <u>Vacation</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.) <u>Dismissed DLSE Lack Jurisdiction 2/2/2004</u>	

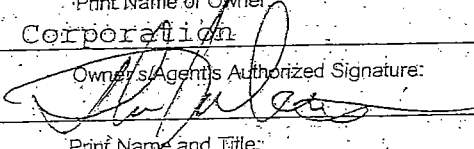
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St. #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-57750</u>	Date Claim Opened: <u>4-30-2004</u>
Name and Address Of Claimant:	Name: <u>Kulwinder Sekhon</u> Street Address: <u>2266 Pasetta Dr. #4</u> City, State, Zip: <u>Santa Clara, CA 95050</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding (attach Disposition letter):	<u>Dismissed 9-15-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	<u>Failed to appear</u>

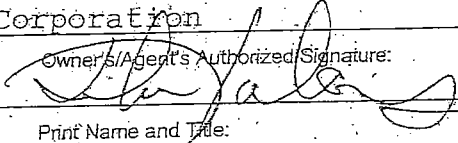
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>17-316602</u>	Date Claim Opened: <u>7-7-2004</u>
Name of Claimant: <u>Nathan Sancho</u>	
Name and Address of Claimant: <u>P.O. Box 10711</u>	
City, State, Zip: <u>Ontedale, CA 91209</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages</u>	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.) <u>Under Investigation</u>	

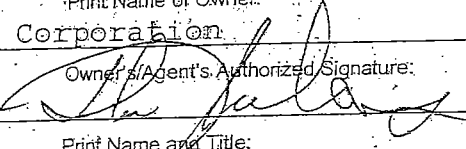
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM - Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>15-15534</u>	Date Claim Opened: <u>9-23-2003</u>
Name and Address of Claimant: <u>Judith Shaper</u>	Street Address: <u>570 Pleasant Ave</u>
	City, State, Zip: <u>Eureka, CA 95503</u>
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Meal / Foreck</u>	
Disposition of Finding (attach Disposition letter): <u>OIA Issue Recover \$4,569.62</u>	
(e.g., liquidated damages, penalties, Debarment, etc.) <u>5-11-2004</u>	

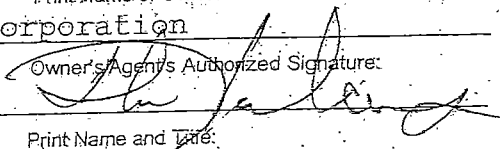
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity: Name: <u>DLST</u>	Date of Incident:
Case Number/Date: Claim Opened: <u>12-56324</u>	Case Number: <u>12-56324</u>
	Date Claim Opened: <u>12-18-2003</u>
Name and Address Of Claimant:	Name: <u>UACI 80K</u>
	Street Address: <u>1256 Summer Blossom Ct</u>
	City, State, Zip: <u>San Jose, CA 95122</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Overtime</u>
Disposition of Finding (attach Disposition letter):	<u>Direct Pay \$1,104.08 7-9-2004</u>
[e.g., liquidated damages, penalties, Debarment, etc.]	

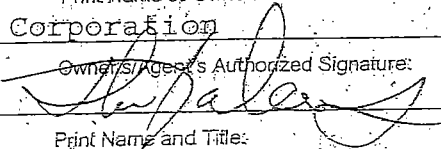
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened:	Case Number: <u>12-55073</u> Date Claim Opened: <u>8-28-2003</u>
Name and Address Of Claimant:	Name: <u>Stanley Stockham</u> Street Address: <u>16870a Dewitt Ave</u> City, State, Zip: <u>Morgan Hill, CA 95037</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>DLSE Lack Jurisdiction 1-30-2004</u>

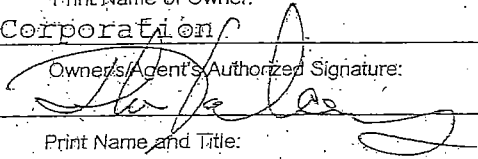
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>09-20430</u>	Case Number: <u>92-2004</u> Date Claim Opened:
Name and Address Of Claimant:	Name: <u>LUCINO SUAREZ</u> Street Address: <u>24295 Roble Court</u> City, State, Zip: <u>Moreno Valley, CA 92551</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Closed per plaintiff's request 9-15-2004</u>

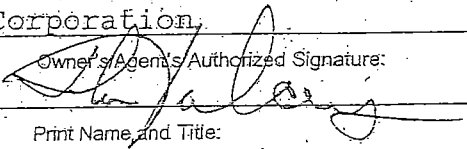
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's/Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>23-23072</u>	Case Number: <u>6-9-2004</u>
Name of Claimant: <u>Matthew Swyers</u>	Date Claim Opened:
Name and Address of Claimant: <u>779 S. Jefferson St #B</u>	Street Address:
City, State, Zip: <u>Napa, CA 94559</u>	City, State, Zip:
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>waiting time, penalty, vacation</u>	
Disposition of Finding (attach Disposition letter): <u>Direct \$149.96</u>	
(e.g., liquidated damages, penalties, Debarment, etc.): <u>8-13-2004</u>	

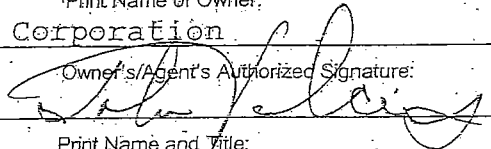
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date Claim Opened: <u>23-22263</u>	Case Number: <u>10-7-2003</u>
Name and Address Of Claimant:	Name: <u>Paul Tamburri</u> Street Address: <u>1145 Santa Ana Drive</u> City, State, Zip: <u>Santa Rosa, CA 95404</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Wages</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Closed per Plaintiff's Request 11-6-2003</u>

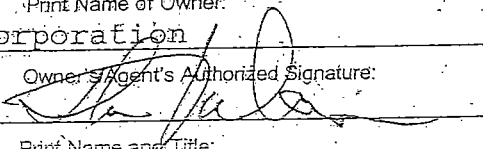
15 Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date: Claim Opened: <u>15-14690</u>	Date Claim Opened: <u>2-26-2003</u>
Name: <u>Elizabeth Tieck</u>	
Name and Address Of Claimant: Street Address: <u>220 W Bahne Street</u>	
City, State, Zip: <u>Eureka, CA 96501</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>from mission Meal/Break</u>	
Disposition of Finding: (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.) <u>ODA Issue Recover \$4,421-98 7-24-2004</u>	

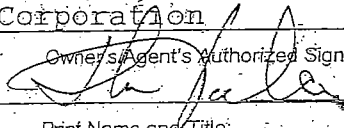
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-55383</u>	Case Number: <u>9-22-2004</u>
Name: <u>Leonardo Toloano</u>	
Name and Address Of Claimant: Street Address: <u>23 Helferman Ave</u>	
City, State, Zip: <u>Calexico, CA 92231</u>	
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation:	
Disposition of Finding (attach Disposition letter): <u>Under Investigation</u>	
(e.g., liquidated damages, penalties, Debarment, etc.):	

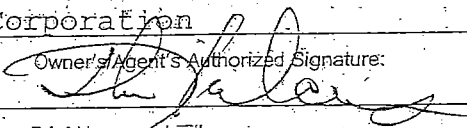
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-52876</u>	Date Claim Opened: <u>1-5-2004</u>
Name and Address of Claimant: <u>7777 Beldon</u>	Name: <u>Bruce Tull</u>
City, State, Zip: <u>San Diego, CA 92111</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Working Time</u>	
Disposition of Finding (attach Disposition letter): <u>Scheduled for 98a Hearing 10-4-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

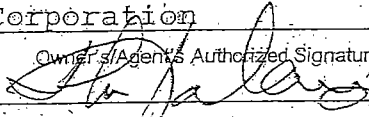
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date: Claim Opened: <u>01-27-2004</u>	Case Number: <u>01-27280</u>
	Date Claim Opened: <u>3-29-2004</u>
Name and Address of Claimant:	Name: <u>Connie Valverde</u>
	Street Address: <u>5401 DUNSMuir Rd #18</u>
	City, State, Zip: <u>Bakersfield, CA 93309</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Reporting Time Pay</u>
Disposition of Finding: (attach Disposition letter):	<u>Direct Pay \$ 62.16 5-25-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

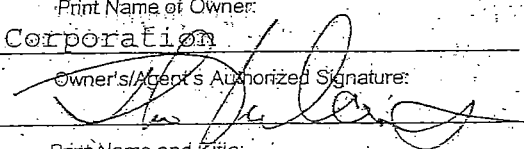
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>06-72311</u>	Date Claim Opened: <u>9-8-2003</u>
Name and Address Of Claimant:	Name: <u>Steven Walker</u> Street Address: <u>11944 Bellflower BL #C</u> City, State, Zip: <u>Downey, CA 90242</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Waiting Time Penalty</u>
Disposition of Finding (attach Disposition letter: (e.g., liquidated damages, penalties, Debarment, etc.	<u>OOA issue Plaintiff to Recover from defendant \$2,100.00 3/19/2004</u>

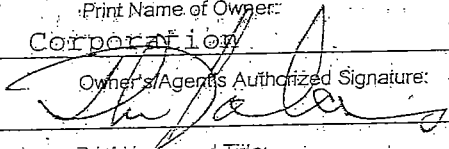
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>15-16413</u>	Date Claim Opened: <u>7-12-2004</u>
Name and Address Of Claimant:	Name: <u>Toruan Whitted</u> Street Address: <u>3524 Paul Drive</u> City, State, Zip: <u>Anderson, CA 96007</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>waiting time penalty</u>
Disposition of Finding: (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>Direct pay \$108.50 8-10-2004</u>

Additional Pages are attached for a total of 126 pages.

Introduction to Financial Statements

As the largest and financially strongest security company in the United States, Securitas is **the** most qualified to provide the County with:

1. A stable contractor that will not go bankrupt as many of your previous contractors have done,
2. Which means that the County will save money as it will not have to pay higher "as needed" rates when that does happen,
3. Will provide the County with a on-going consistency of service,
4. Will be able to consistently meet the payroll needs of its security officers,
5. Will be able to cope with outstanding receivables of sixty days or more

This section includes the following:

1. An affirmation that the financial statements have been audited by PricewaterhouseCoopers AB for the years 2002, 2003, and 2004.
2. The financial statements for each of those three years.
3. The notes to the financial statements, all of which I copied from our annual report

Note to the financial statements: like most large security companies today, Securitas is an international public company and our stock is traded on the Swedish stock exchange. All figures are in the following reports are in SEK, the Swedish currency and are stated in millions. While currency valuations fluctuate daily, to convert to US dollars divide the figures by eight (8) to get an approximation. Example: 2004 total sales are 59,686,600,000 SEK, which converts to US \$7,460,825,000.

If you have any questions about the above or need more information contact John Delaney at 310-787-1746.

NOTE 43 ACCRUED EXPENSES AND PREPAID INCOME

	2004	2003	2002	2004	2003	2002
MSFEK						
Share-related items	41.1	19.2	13.7	3,506.8	3,294.1	2,642.1
Accrued financial expenses	8.7	86.3	153.0	138.6	304.1	305.2
Other accrued expenses	498.1	508.0	520.0	3,645.4	3,599.2	2,947.3
Total accrued expenses	8.3	9.4	5.8	(8.9)	(213.7)	(213.7)
Total accrued expenses and prepaid income	516.2	623.1	692.5	(3,596.5)	(3,384.5)	(2,642.1)

* The Parent Company's policy is to recognize for tax liabilities at full value even if the underlying facilities is, for example, not yet fully utilized.

NOTE 44 CONTINGENT LIABILITIES

	2004	2003	2002
MSFEK			
Swedish and guaranteed	3,506.8	3,294.1	2,642.1
Other contingent liabilities	138.6	304.1	305.2
Total contingent liabilities	3,645.4	3,599.2	2,947.3
(Of which bonus commissions)	(8.9)	(213.7)	(213.7)
(Of which on behalf of subsidiaries)	(3,596.5)	(3,384.5)	(2,642.1)

* The Parent Company's policy is to recognize for tax liabilities at full value even if the underlying facilities is, for example, not yet fully utilized.

To the annual general meeting of the shareholders of Securitas AB

Corporate Identity Number 556302-7241

We have audited the annual accounts, the consolidated accounts, the accounting records and the administration of the Board of Directors and the President of Securitas AB for the year 2004. These accounts and the administration of the company and the application of the Annual Accounts Act when preparing the annual accounts and the consolidated accounts are the responsibility of the Board of Directors and the President. Our responsibility is to express an opinion on the annual accounts, the consolidated accounts and the administration based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in Sweden. Those standards require that we plan and perform the audit to obtain reasonable assurance that the annual accounts and the consolidated accounts are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the accounts. An audit also includes assessing the accounting principles used and their application by the Board of Directors and the President and significant estimates made by the Board of Directors and the President when preparing the annual accounts and consolidated accounts as well as evaluating the overall presentation of information in the annual accounts and the consolidated accounts. As a basis for our opinion concerning discharge from liability, we examined significant decisions, actions taken and circumstances of the company in order to be able to determine the liability, if any, to the company or the President member or the President. We also examined whether any Board member or the President has, in any other way, acted in contravention of the Companies Act, the Annual Accounts Act or the Articles of Association. We believe that our audit provides a reasonable basis for our opinion set out below.

The annual accounts and the consolidated accounts have been prepared in accordance with the Annual Accounts Act and, thereby, give a true and fair view of the company's and the Group's financial position and results of operations in accordance with generally accepted accounting principles in Sweden. The statutory Report of the Board of Directors is consistent with the other parts of the annual accounts and the consolidated accounts.

We recommend to the annual general meeting of shareholders that the income statements and balance sheets of the Parent Company and the Group be adopted, that the profit for the Parent Company be dealt with in accordance with the proposal in the Report of the Board of Directors and that the members of the Board of Directors and the President be discharged from liability for the financial year.

Stockholm, February 28, 2005

PricewaterhouseCoopers AB

Göran Tibström
Authorized Public Accountant
Auditor in charge

Anders Lundin
Authorized Public Accountant

Stockholm, February 24, 2005

Melker Schörling
Chairman

Annika Falkengen

Berthold Lindqvist

Fredrik Palmstierna

Carl Douglas

Göran Norberg
Employee Representative

Ring Lindblad
Employee Representative

Thomas Berglund
President and Chief Executive Officer

Our audit report has been submitted on February 28, 2005
PricewaterhouseCoopers AB

Göran Tibström
Authorized Public Accountant
Auditor in charge

Anders Lundin
Authorized Public Accountant

NOTE 41 CONVERTIBLE DEBT VOUCHER LOANS
 For information on convertible debenture loans, refer to the information for the Group and Parent Company in Note 22.

NOTE 42 LONG-TERM LIABILITIES
 Long-term liabilities fall due for payment as follows:

MSSEK	2003	2004
Mainly < 3 years	11,311.1	7,031.3
Mainly > 3 years	-	3,713.1
Total long-term liabilities	11,311.1	10,744.4

*Gross amount less provision provided for doubtful long-term liabilities has been restated to cover all liabilities. Comparatives have been adjusted.

NOTE 43 ACCRUED EXPENSES AND DEFERRED INCOME

MSSEK	2003	2004
Self-related items	19.2	13.7
Accrued financial expenses	86.5	153.0
Accrued interest expenses	508.9	520.0
Other accrued expenses	9.4	6.8
Total accrued expenses and prepaid income	624.0	703.5

NOTE 44 CONTINGENT LIABILITIES

MSSEK	2003	2004
Swedish and Danish	3,294.1	2,642.1
Other contingent liabilities	304.1	305.2
Total contingent liabilities	3,598.2	2,947.3
(Of which: dependent companies)	(213.7)	(213.7)
(Of which: on credit for capital gains)	(3,384.5)	(2,733.6)

*The Parent Company carries out audits for its subsidiaries in full-time or part-time positions. In 2003, the total contingent liability included a contingent liability related to ongoing litigation.

To the general meeting of the shareholders of Securitas AB (publ)
 Corporate registration number: 556302-7241.

We have audited the annual accounts, the consolidated accounts, the accounting records and the administration of the Board of Directors and the President of Securitas AB for the year 2003. These accounts and the administration of the company are the responsibility of the Board of Directors and the President. Our responsibility is to express an opinion on the annual accounts, the consolidated accounts and the administration based on our audit.

We have conducted our audit in accordance with generally accepted auditing standards in Sweden. These standards require that we plan and perform the audit to obtain reasonable assurance that the annual accounts and the consolidated accounts are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the accounts. An audit also includes assessing the accounting principles used and their application by the Board of Directors and the President, as well as evaluating the overall presentation of information in the annual accounts and the consolidated accounts. As a basis for our opinion concerning discharge from liability, we examined significant decisions, actions taken and circumstances of the company in order to be able to determine the liability, if any, to the company of any Board member or the President. We also examined whether any Board member or the President has, in any other way, acted in contravention of the Companies Act, the Annual Accounts Act or the Articles of Association. We believe that our audit provides a reasonable basis for our opinion set out below.

The annual accounts and the consolidated accounts have been prepared in accordance with the Annual Accounts Act and, thereby, give a true and fair view of the company's and the Group's financial position and results of operations in accordance with generally accepted accounting principles in Sweden.

We recommend to the general meeting of shareholders that the income statements and balance sheets of the Parent Company and the Group be adopted, that the profit for Parent Company be dealt with in accordance with the proposal in Report of the Board of Directors and that the members of the Board of Directors and the President be discharged from liability for the financial year.

Stockholm, February 20, 2004

FricewaterhouseCoopers AB

Göran Tiderman
 Authorized Public Accountant
 Auditor in charge

Anders Lundin
 Authorized Public Accountant

Stockholm, February 18, 2004

Malin Schörfling
 Chairman

Annika Bolin
 Vice Chairman

Christina Douglas
 Chief Financial Officer

Berthold Lindqvist
 Director

Rune Nordberg
 Employee Representative

Tomas Berglund
 President and Chief Executive Officer

Our audit report has been submitted on February 20, 2004.
 FricewaterhouseCoopers AB

Göran Tiderman
 Authorized Public Accountant
 Auditor in charge

Anders Lundin
 Authorized Public Accountant

To the general meeting of the shareholders of Securitas AB (publ.)
Corporate registration number 556302-7241.

We have audited the annual accounts, the consolidated accounts, the accounting records and the administration of the Board of Directors and the President of Securitas AB (publ.) for the year 2002. These accounts and the administration of the company are the responsibility of the Board of Directors and the President. Our responsibility is to express an opinion on the annual accounts, the consolidated accounts and the administration based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in Sweden. Those standards require that we plan and perform the audit to obtain reasonable assurance that the annual accounts and the consolidated accounts are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the accounts. An audit also includes assessing the accounting principles and their application by the Board of Directors and the President, as well as evaluating the overall presentation of information in the annual accounts and the consolidated accounts. As a basis for our opinion concerning discharge from liability, we examined significant decisions, actions taken and circumstances of the company in order to be able to determine the liability, if any, to the company of any Board member or the President. We also examined whether any Board member or the President has, in any other way, acted in contravention of the Companies Act, the Annual Accounts Act or the Articles of Association. We believe that our audit provides a reasonable basis for our opinion set out below.

The annual accounts and the consolidated accounts have been prepared in accordance with the Annual Accounts Act and thereby give a true and fair view of the company's and the Group's financial position and results of operations in accordance with generally accepted accounting principles in Sweden.

We recommend to the general meeting of shareholders that the income statements and balance sheets of the Parent Company and the Group be adopted, that the profit in the Parent Company be dealt with in accordance with the proposal in the Report of the Board of Directors and that the members of the Board of Directors and the President be discharged from liability for the financial year.

Stockholm, March 13, 2003

PricewaterhouseCoopers AB

Göran Tidström
Authorized Public Accountant
Auditor in charge

Anders Lundin
Authorized Public Accountant

Consolidated Financial Statements

64	Consolidated Statement of Income
65	Consolidated Statement of Cash Flow
66	Consolidated Balance Sheet
68	Consolidated Changes in Shareholders' Equity
70	Notes and Comments to the Consolidated Financial Statements



Our people are the essence of Sonosima and they will always lead a hand, even if it's just, in quality care and caring, directly to our job. Lathona Torres is a Security Officer at Alameda Medical Center in Oakland, USA. The demands on employees in healthcare facility are high and our officers work closely with the hospital's staff to promote a safe environment for their patients.

Consolidated Statement of Income

Consolidated Statement of Cash Flow

	2001	2000	1999
MARKS			
Sales, continuing operations	58,167.6	57,880.3	61,580.8
Sales, acquired business	1,519.0	964.0	4,104.5
Total sales	59,686.6	58,844.3	65,685.3
Cost of sales	(46,017.8)	(45,991.5)	(50,025.0)
Gross income	13,668.8	12,852.8	15,660.3
Selling and administrative expenses	(9,674.5)	(9,626.8)	(10,081.9)
Amortization of goodwill	(1,195.7)	(1,137.0)	(1,164.5)
Operating income	2,844.6	2,095.0	3,388.9
Result of financial investments			
Interest income	189.5	222.3	202.2
Interest expense and annual fees	(706.1)	(815.1)	(984.5)
Income before taxes	2,328.0	1,502.2	2,411.6
Taxes	(60.4)	(754.1)	(997.0)
Minority share in net income	(0.7)	(1.8)	(38.8)
Net income for the year	1,666.9	1,241.3	1,488.8
Average number of shares	365,958,897	364,996,523	382,068,889
Average number of shares after full conversion	382,468,810	382,719,466	376,689,957
Earnings per share after full conversion (EPS)	4.02	3.41	4.10
Bookings per share after full conversion (BPS)	4.01	3.45	4.14
Proposed paid-up price per share (PPS)	3.00	2.00	2.00

Supplementary Information SECURITAS FINANCIAL MODEL - CONSOLIDATED STATEMENT OF INCOME

	2001	2000	1999
MARKS			
Sales, continuing operations	58,167.6	57,880.3	61,580.8
Sales, acquired business	1,519.0	964.0	4,104.5
Total sales	59,686.6	58,844.3	65,685.3
Operating costs provided	(46,017.8)	(45,991.5)	(50,025.0)
Gross income	13,668.8	12,852.8	15,660.3
Operating margin, %	22.9	21.7	23.9
Expenses for common officers	(4,352.1)	(4,435.3)	(3,944.6)
Other selling and administrative expenses	(5,222.4)	(5,191.6)	(5,257.3)
Total expenses	(9,574.5)	(9,626.8)	(10,081.9)
Operating income before amortization of goodwill	3,894.3	3,226.0	4,488.4
Operating margin, %	6.7	6.3	6.8
Amortization of goodwill	(1,409.7)	(1,137.0)	(1,164.5)
Operating income after amortization of goodwill	2,484.6	2,089.0	3,323.9
Income before taxes	2,328.0	1,502.2	2,411.6
Taxes	(60.4)	(754.1)	(997.0)
Minority share in net income	(0.7)	(1.8)	(38.8)
Net income for the year	1,666.9	1,241.3	1,488.8

Supplementary information is presented on pages 20-21. Operating income and net income are based on the financial model. Sales and non-operating items are included in green, net debited/credited items in red and goodwill, taxes and non-operating items in yellow.

	2001	2000	1999
MARKS			
Operating income	2,844.6	2,095.0	3,388.9
Reversal of depreciation (including amortization of goodwill)	2,794.8	2,794.8	2,658.0
Financial items received	227.4	227.4	194.8
Financial items paid	(968.4)	(968.4)	(968.4)
Current assets paid	(581.5)	(570.9)	(678.2)
Change in accounts receivable	(88.1)	(568.1)	808.6
Payments from provisions for restructuring	(46.6)	(207.0)	(193.9)
Change in other operating capital employed	(463.4)	(282.2)	173.9
Cash flow from operations	4,483.4	3,492.3	5,356.6
Investing activities			
Investments in fixed assets	(1,969.9)	(1,718.6)	(1,746.1)
Acquisition of subsidiaries	(2,315.7)	(1,260.8)	(1,605.8)
Cash flow from investing activities	(4,285.6)	(2,979.4)	(3,351.9)
Financing activities			
Dividend paid	(720.1)	(720.1)	(542.0)
Conversion of convertible debenture loans	—	159.2	157.0
Securitization	67.4	47.2	0.5
Change in interest-bearing debt excluding liquid assets	(832.6)	2,095.5	414.0
Cash flow from financing activities	(1,405.3)	1,571.8	29.5
Cash flow for the year	(1,207.5)	2,085.8	1,032.2
Liquid assets at beginning of year	4,475.7	2,851.2	978.6
Transition difference on liquid assets	(27.8)	(41.3)	(62.6)
Liquid assets at year-end	3,240.4	4,757.7	2,851.2

Change in interest-bearing net debt in 2001.

	2001	2000	1999
MARKS			
Operating income	2,844.6	2,095.0	3,388.9
Reversal of depreciation (including amortization of goodwill)	2,794.8	2,794.8	2,658.0
Financial items received	227.4	227.4	194.8
Financial items paid	(968.4)	(968.4)	(968.4)
Current assets paid	(581.5)	(570.9)	(678.2)
Change in accounts receivable	(88.1)	(568.1)	808.6
Payments from provisions for restructuring	(46.6)	(207.0)	(193.9)
Change in other operating capital employed	(463.4)	(282.2)	173.9
Cash flow from operations	4,483.4	3,492.3	5,356.6
Investments in fixed assets	(1,969.9)	(1,718.6)	(1,746.1)
Acquisition of subsidiaries	(2,315.7)	(1,260.8)	(1,605.8)
Cash flow from investing activities	(4,285.6)	(2,979.4)	(3,351.9)
Dividend paid	(720.1)	(720.1)	(542.0)
Conversion of convertible debenture loans	—	159.2	157.0
Securitization	67.4	47.2	0.5
Change in interest-bearing debt excluding liquid assets	(832.6)	2,095.5	414.0
Cash flow from financing activities	(1,405.3)	1,571.8	29.5
Cash flow for the year	(1,207.5)	2,085.8	1,032.2
Liquid assets at beginning of year	4,475.7	2,851.2	978.6
Transition difference on liquid assets	(27.8)	(41.3)	(62.6)
Liquid assets at year-end	3,240.4	4,757.7	2,851.2

Supplementary Information SECURITAS FINANCIAL MODEL - CONSOLIDATED STATEMENT OF CASH FLOW

	2001	2000	1999
MARKS			
Operating income before amortization of goodwill	3,894.3	3,226.0	4,488.4
Reversal of depreciation (including amortization of goodwill)	3,746.1	3,746.1	3,513.2
Financial items received	227.4	227.4	194.8
Financial items paid	(968.4)	(968.4)	(968.4)
Current assets paid	(581.5)	(570.9)	(678.2)
Change in accounts receivable	(88.1)	(568.1)	808.6
Payments from provisions for restructuring	(46.6)	(207.0)	(193.9)
Change in other operating capital employed	(463.4)	(282.2)	173.9
Cash flow from operations	4,483.4	3,492.3	5,356.6
Investments in fixed assets	(1,969.9)	(1,718.6)	(1,746.1)
Acquisition of subsidiaries	(2,315.7)	(1,260.8)	(1,605.8)
Cash flow from investing activities	(4,285.6)	(2,979.4)	(3,351.9)
Dividend paid	(720.1)	(720.1)	(542.0)
Conversion of convertible debenture loans	—	159.2	157.0
Securitization	67.4	47.2	0.5
Change in interest-bearing debt excluding liquid assets	(832.6)	2,095.5	414.0
Cash flow from financing activities	(1,405.3)	1,571.8	29.5
Cash flow for the year	(1,207.5)	2,085.8	1,032.2
Liquid assets at beginning of year	4,475.7	2,851.2	978.6
Transition difference on liquid assets	(27.8)	(41.3)	(62.6)
Liquid assets at year-end	3,240.4	4,757.7	2,851.2

Supplementary information is presented on pages 20-21. Operating income and net income are based on the financial model. Sales and non-operating items are included in green, net debited/credited items in red and goodwill, taxes and non-operating items in yellow.

Consolidated Balance Sheet

ASSET	2009	2008	2007
ASSETS			
Cash and cash equivalents	14,508.3	14,778.8	16,672.2
Other intangible fixed assets	431.9	384.7	820.0
Buildings and land	1,043.2	988.7	1,271.0
Machinery and equipment	4,776.8	4,890.3	4,029.5
Deferred tax assets	1,422.2	1,891.8	1,091.6
Interest-bearing financial fixed assets	18.2	138.7	1,173.3
Other long-term receivables	434.0	953.4	1,102.6
Total fixed assets	21,774.6	22,815.4	25,073.2
Current assets			
Provisions	608.6	484.2	422.7
Accounts receivable	7,279.0	6,216.0	6,739.5
Short-term investments	2,448.2	2,433.4	2,370.4
Cash and bank deposits	2,192.1	3,435.9	2,094.6
Total current assets	12,528.3	12,659.5	12,637.2
TOTAL ASSETS	34,302.9	35,474.9	37,710.4
SHAREHOLDERS' EQUITY AND LIABILITIES			
Shareholders' equity			
Retained equity	365.1	365.1	365.1
Share capital	5,105.9	7,455.8	7,460.6
Reserves	6,471.0	7,825.9	7,825.7
Total shareholders' equity	11,942.0	15,646.8	15,651.4
Non-restricted equity	2,804.4	2,137.9	2,335.6
Non-restricted reserves	1,466.9	1,293.3	1,485.8
Net income for the year	4,337.5	3,488.2	3,839.9
Total non-restricted equity	10,798.3	11,920.1	11,661.3
Total shareholders' equity	22,740.3	27,566.9	27,312.7
Minority interests	16.6	15.6	19.2
Provisions	608.6	484.2	422.7
Provisions for pensions and similar commitments	851.4	32.6	34.8
Deferred tax liability	408.8	465.0	493.2
Other provisions	82.2	1,607.5	1,940.7
Total provisions	1,242.4	2,105.1	2,378.7
Long-term liabilities	3,940.6	3,892.9	3,995.2
Long-term convertible debenture loans	6,201.2	7,218.8	7,401.3
Other long-term liabilities	90.8	231.2	231.9
Total long-term liabilities	6,392.0	7,450.0	7,633.1
Current liabilities	11,968.3	11,456.9	11,703.3
Short-term convertible debenture loans	2,200.9	2,458.6	1,614.4
Other short-term liabilities	1,411.4	1,254.7	1,388.6
Accounts payable	9,485.6	8,887.7	8,219.8
Other current liabilities	13,101.9	12,906.0	11,703.3
Total current liabilities	26,189.8	25,106.9	22,926.1
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES	34,302.9	35,474.9	37,710.4
Projected assets	7.8	150.0	84.9
Contingent liabilities	158.4	159.1	162.4

Supplementary Information

ASSETS	2009	2008	2007
Operating capital employed	2004	2001	2003
Other intangible fixed assets	431.9	384.7	820.0
Buildings and land	1,043.2	988.7	1,271.0
Machinery and equipment	4,776.8	4,890.3	4,029.5
Investments	68.6	484.2	422.7
Accounts receivable	7,279.0	6,216.0	6,739.5
Deferred tax assets	3,448.2	2,433.4	2,370.4
Other long-term receivables	1,422.2	1,891.8	1,091.6
Total assets	18,462.9	17,825.7	17,806.3
Provisions for pensions and similar commitments	408.8	465.0	493.2
Other provisions	851.4	1,607.5	1,940.7
Other long-term liabilities	90.8	231.2	231.9
Accounts payable	1,411.4	1,254.7	1,388.6
Other current liabilities	9,485.6	8,887.7	8,219.8
Total liabilities	13,031.2	12,461.1	12,158.4
Total operating capital employed	5,431.7	5,364.6	5,647.9
Goodwill	14,508.3	14,778.8	16,672.2
Operating capital employed as % of net assets	15.9%	15.1%	15.0%
Net assets	18,462.9	17,825.7	17,806.3
Interest-bearing financial fixed assets	18.2	138.7	1,173.3
Short-term investments	2,192.1	3,435.9	2,094.6
Cash and bank deposits	928.5	1,193.8	1,102.6
Total interest-bearing assets	3,138.8	4,768.4	4,370.5
Provisions for pensions and similar commitments	851.4	32.6	34.8
Deferred tax liability	408.8	465.0	493.2
Other long-term liabilities	90.8	231.2	231.9
Accounts payable	1,411.4	1,254.7	1,388.6
Other current liabilities	9,485.6	8,887.7	8,219.8
Total interest-bearing liabilities	12,200.9	11,456.9	11,266.3
Total net assets	5,264.1	3,067.3	6,435.8
After debt equity ratio, multiple	0.87	0.81	0.73
Minority interests	16.6	15.6	19.2
Shareholders' equity	365.1	365.1	365.1
Retained reserves	6,105.9	7,455.8	7,460.6
Non-restricted reserves	2,804.4	2,137.9	2,335.6
Net income for the year	4,337.5	3,488.2	3,839.9
Total shareholders' equity	11,942.0	15,646.8	15,651.4
Minority interests	16.6	15.6	19.2
Total net assets	12,000.9	15,662.4	15,840.6

Shareholders' equity includes the following items: Share capital, retained reserves, non-restricted reserves, net income for the year, total shareholders' equity. Minority interests include the following items: minority interests, total minority interests.

Consolidated Changes in Shareholders' Equity

	10/17/03	Share capital	Reserves	Non-vested reserves	Total
Opening balance 2003	20	361.7	8,091.3	3,484.0	11,937.0
Transitional differences					
Transfer between retained and non-vested reserves			-1,185.9	-188.1	-1,374.0
Net income for the year			400.3	-400.3	-
Dividend paid			-	1,485.8	1,485.8
Conversion of convertible debenture loan		2.0	1,552.0	-542.0	1,012.0
Opening balance 2003	20	363.7	7,460.4	3,839.4	11,663.5
Transitional differences					
Transfer between retained and non-vested reserves			-4,054.4	-28.0	-1,135.4
Net income for the year			943.4	-943.4	-
Dividend paid			-	1,242.3	1,242.3
Conversion of convertible debenture loans to adopted liability stock		2.0	1,522.0	-730.1	793.9
Opening balance 2004 according to adopted liability stock	20	365.7	7,955.8	3,280.2	11,201.7
Effect of change in accounting principle				-530.8	-530.8
Opening balance adjusted in accordance with new principle 2004	20	365.7	7,425.0	2,749.4	10,540.1
Transitional differences					
Transfer between retained and non-vested reserves			-610.4	1.6	-608.8
Net income for the year			739.5	-739.5	-
Dividend paid			-	1,466.9	1,466.9
Opening balance 2004	20	365.7	6,814.6	2,010.9	9,191.2
Closing balance 2004					
		365.7	6,105.0	4,322.3	10,793.0

This is a true and correct copy of the original document as filed with the Securities and Exchange Commission on July 2003 and is a Staff Supervisor at Esplanade in Harlem, New York, USA.

Notes and Comments to the Consolidated Financial Statements

NOTE 1. ACCOUNTING PRINCIPLES, DEFINITIONS AND CALCULATION OF KEY RATIOS

Swedish Annual Report has been prepared in accordance with the Swedish Annual Accounts Act and the standards (RS) issued by the International Accounting Standards Council and adopted in Sweden by the Swedish Accounting Board. Reference is made to the Accounting Principles that have been approved by the Board of Directors and which contain further disclosure and comment on relevant information in the statement of income, statement of cash flow, balance sheet and changes in shareholders' equity.

The preparation and effects of new standards from the Swedish Financial Accounting Standards Council for 2014 are reported in Note 29.

The recognition of defined benefit pension and other employee benefit plans primarily healthcare benefits, was for 2003 and 2004 based on the Swedish Act on Defined Benefit Pension and other employee benefits. The new standard RR 29 Employee Benefits, which is in all material aspects corresponding to IAS 19, came into effect on January 1, 2004. This means that defined benefit plans are now accounted for with consistent principles throughout the whole Group. The opening balance for pensions and other employee benefits is measured as of January 1, 2004 without the compensation being changed, which is the net liability in the transition note of RR 29. The revised opening balance of the net liability is determined on the basis of the assumptions according to previously used accounting principles. The transition is principally to different date of application on these rules and thus have had no significant cash flow impact. The transition to RR 29 has been accounted for as a change in accounting principles, according to RR 5 Changed in Accounting Principles.

Calculations for the defined benefit plans that exist within Sparfuchs are carried out yearly by independent actuaries.

Costs for defined benefit plans are estimated using the so-called projected credit method in a way that distributes the cost over the employees' expected working lives. Obligations are valued at the present value of the interest rate on high quality corporate bonds or government bonds with remaining term that is approximately the same as the obligations. Plan assets are measured at fair value.

Gains and losses resulting from changes in actuarial assumptions, plan experience and investment return are recognized in the profit and loss account in the period in which they occur. The actuarial assumptions are spread evenly in the extent that the unamortized gains and losses at the beginning of the period are the so called corridor at the start of the period. The corridor corresponds to 10 percent of the higher of the defined benefit obligation and the value of plan assets at the balance sheet date.

If accounting for a defined benefit plan results in a balance sheet loss, this is reported as a net asset in the consolidated balance sheet under Other long-term assets. Other than it is reported as a provision under Provisions for pensions and similar commitments in the consolidated balance sheet. Provisions for pensions and similar commitments are not included in the calculation of net debt. The provisions were previously included in net debt but this has been restated in conjunction with the transition to RR 29.

Payments under defined contribution plans are recognized in the period in which the employee have rendered their services. The expense is whereas the contribution payable during the period.

Transfers to International Financial Reporting Standards in 2005 (IFRS/IAS) Standards will be reported in International Financial Reporting Standards (Formely IAS) from 2005. Further information and disclosure regarding the transition can be found in the section Transition to International Financial Reporting Standards 2005 on pages 99-113.

Scope of the Consolidated Financial Statements
The consolidated financial statements include the Parent Company Sparfuchs AB, all companies in which Sparfuchs AB, directly or indirectly, holds more than 50 percent of the voting rights, or exercises decisive influence in any other manner.

Purchase method of accounting (Note 37)
The consolidated financial statements have been prepared in accordance with the purchase method of accounting, which means that the acquisition value of shares in subsidiaries are eliminated against subsidiaries' shareholders' equity at the time of acquisition including share of equity in intangible intangible. The intangible intangible is measured as the difference between the acquisition value and the shareholders' equity. Shareholders' equity of the subsidiaries is measured on a market valuation of assets and liabilities at the time of acquisition. The extent restructuring programs that directly follow an acquisition result in the same expenses, such expenses are accounted as an appropriation to participating provisions. When

the cost of shares of the acquired subsidiary exceeds the market value of the acquired company's net assets, consolidated goodwill arises. With this method, only that portion of the shareholders' equity of subsidiaries created after the time of acquisition is included in consolidated shareholders' equity. The consolidated goodwill is measured in accordance with the purchase method. The consolidated goodwill is measured in accordance with the purchase method. Companies divested during the year are excluded from the consolidated financial statements.

Joint ventures (Note 3)

The proportional method is applied to joint ventures where there is a shared controlling interest. According to this method, all statement of income and balance sheet items are posted to the consolidated statement of income and consolidated balance sheet in proportion to ownership.

Translation of foreign subsidiaries (Note 28)

All subsidiaries are valued as independent foreign operations. The translation of local financial statements is carried out using the current exchange rate. Each month's statement of income is translated using the exchange rate prevailing on the last day of the month, which means that the exchange rate is not affected by foreign exchange fluctuations during subsequent periods. Balance sheets are translated using year-end exchange rates. Translation differences arising in the conversion of balance sheets are posted directly to shareholders' equity and that do not affect income for the year. The translation differences arising because statements of income are translated using average exchange rates are unamortized using year-end rates. It is posted directly to shareholders' equity. When the exchange rate has been raised to reduce the Group's foreign exchange translation exposure, the foreign exchange rate difference on such items is offset against exchange rate differences arising in the translation of foreign net assets.

Intra-group transactions (Note 30)

Trading or deliveries among Group companies is determined using normal business principles. Intra-group receivables and liabilities, transactions between Group companies and the resulting internal income have been eliminated.

Revenue recognition

The Group's revenue is generated from various types of security services and the sale of alarm products. Revenue from security services is recognized in the period in which it is earned. Alarm installations are recognized in revenue as they are completed, in accordance with the percentage of completion method. According to this method, revenue, expenses, and thus income are recognized in the period in which the work was undertaken. The determination of the percentage of alarm installation that can be recognized is revenue is based on the time utilized in relation to the estimated total time required to complete the installation. In the statement of income in the period in which the work was undertaken, the estimated total time required to complete the installation is used to determine the revenue to be recognized in the period in which the work was undertaken.

Segment Reporting (Note 5)

The Group's operations are divided into five divisions that provide the operational structure for internal controls, follow-ups and reporting. Both the internal and external reporting, each division comprises a primary segment. The primary segments are Security Services, Security Services USA, and Security Services Europe. The risks and rates of return within the five segments, the secondary segments are: Nordic, North America, Europe, and Security Services USA. In addition to this the three main geographical areas in which the Group is active: Nordic, North America, and Europe. The geographical split represents various levels of market activity in terms of wages, employee turnover, product mix, market growth and profitability. The split for the geographical split is given by the location of the sales. The location of the sales in all material aspects corresponds to the location of the customer.

RR 25 stipulates that costs in any particular segment (division) should not encompass general administrative expenses, expenses for local offices and other similar expenses. These expenses are accounted under the heading Other. Most of the segment's assets and liabilities includes only those items that have been allocated to the segment. Other balance sheet items, primarily current tax, deferred tax, and provisions for income, are accounted for separately under the other heading.

Accounting for Government Grants and Disclosure of Government Assistance
Sparfuchs as well as other employees are eligible to a number of grants in relation to employees. Grants relate to training, incentives for hiring new staff, reduction of cost reduction in the same period as the related underlying cost.

Taxes (Note 18)

Provisions have been made for all taxes that are expected to be levied on income for the year, including deferred tax. Deferred tax is calculated in accordance with the liability method. Deferred tax is based on net changes in temporary differences between the book value and taxable value of assets and liabilities. The calculation of deferred tax liabilities and deferred tax assets is accounted in the same way as the underlying transactions were accounted in the balance sheet and refers to all taxable temporary differences, provided they do not pertain

- 71. Note 1. Accounting Principles, Definitions and Calculation of Key Ratios
- 74. Note 2. Financial Risk Management
- 76. Note 3. Transactions with Related Parties
- 78. Note 4. Remuneration to the Board of Directors and Senior Management
- 80. Note 5. Segment Reporting
- 80. Note 6. Operating Expenses
- 80. Note 7. Personnel
- 81. Note 8. Depreciation and Amortization
- 81. Note 9. Result of Financial Investments
- 81. Note 10. Taxes
- 81. Note 11. Acquisition of Subsidiaries
- 81. Note 12. Liquid Assets
- 81. Note 13. Goodwill
- 81. Note 14. Other Intangible Fixed Assets
- 81. Note 15. Tangible Fixed Assets
- 81. Note 16. Other Long-term Receivables
- 81. Note 17. Inventories
- 81. Note 18. Other Current Receivables
- 81. Note 19. Interest-bearing Current Assets
- 81. Note 20. Changes in Shareholders' Equity
- 81. Note 21. Convertible Debt/Equity Loans
- 81. Note 22. Provisions for Pensions and Similar Commitments
- 81. Note 23. Provisions
- 81. Note 24. Long-term Liabilities
- 81. Note 25. Other Short-term Loan Liabilities
- 81. Note 26. Other Current Liabilities
- 81. Note 27. Pledged Assets
- 81. Note 28. Contingent Liabilities

Recharge rates used in the Consolidated Financial Statements 2002-2004.

Country	2002	2003	2004	Weighted Average
Denmark	100	100	100	100
France	100	100	100	100
Germany	100	100	100	100
Italy	100	100	100	100
Japan	100	100	100	100
Spain	100	100	100	100
Sweden	100	100	100	100
Switzerland	100	100	100	100
UK	100	100	100	100
USA	100	100	100	100
Other	100	100	100	100
Total	100	100	100	100

DEFINITIONS

STATEMENT OF INCOME

Good wages and related costs, the cost of equipment used by the group, when performing professional duties, and all other costs directly related to the performance of services invoiced.

Spelling and administrative expenses

All costs of selling, administration and management including direct office expenses. The primary function of the branch offices is to provide the production with administrative support as well as to serve as a sales channel.

Gross income is a percentage of total sales.

Operating margin

Operating income before amortization of goodwill as a percentage of total sales.

Adjusted income

Operating income before amortization of goodwill as a percentage of total sales.

Net worth

Income before taxes as a percentage of total sales.

STATEMENT OF CASH FLOW

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Good will from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

Goodwill from operating activities

CALCULATION OF KEY RATIOS

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

Operating income before amortization of goodwill as a percentage of total sales, actual 2004: 3.9%

Operating margin, actual 2004: 6.7%

NOTE 2. FINANCIAL RISK MANAGEMENT

Financial risk factors
The Group's business activities expose it to financial risks, for example interest rate risk and foreign currency risk. The Group's financial risk management program focuses on the improvement of the financial position and on the long-term, sustainable performance of the Group.

Foreign exchange risk
The aim of the Treasury organization is to support business operations by identifying, quantifying and minimizing financial risks and to the extent possible, to take advantage of economies of scale in the treasury operations. Treasury operations in the subsidiaries and divisions focus on improving cash flow through a focus of profitability in the business and a reduction of capital requirements in accounts receivable and inventory, or deferred capital expenditures program and efficient local cash management.

Country risk
In countries with extensive regulations, liquidity profiles and liquidity deficits in local currencies are a matter of concern, with the help of local counterparties. In addition, countries present an overall high capital requirement for subsidiaries in the US and other countries with substantial financial and local liquidity deficits for Group's financing requirements. The Group's Treasury Group (GTC) is financed directly from the Group's financial bank, Group Treasury Group (GTC) in Dublin.

Group Treasury Centre
By concentrating the management of the financial risks in one location, in GTC in Dublin, the Group can centrally monitor and control them and benefit from the skills of dedicated treasury personnel. Also by concentrating internal and external interactions of GTC, the Group is able to utilize the full range of the pricing of instruments and to be better positioned to match local liquidity supplies and deficits between divisions and countries.

TABLE 1A
December 31, 2004 Group Interest-bearing liabilities and assets

Category	EUR	USD	Other currencies	Total
EUR liabilities	477	433	3,811	4,721
EUR assets	66	978	1,80	2,944
GBP liabilities	177	3,39	4,39	4,39
SEK liabilities	61	3,72	1,72	5,05
Other currencies liabilities	-513	2,61	3,61	1,61
Total liabilities	178	3,12	4,10	7,40
USD assets	1,458	3,03	4,03	8,50
EUR assets	1,859	2,69	3,69	6,208
GBP assets	310	4,91	3,91	8,20
SEK assets	5,627	2,73	3,48	9,052
Other currencies assets	301	236	3,36	6,697
Total assets	9,455	3,84	3,81	13,190
Total excluding derivatives	9,094	3,80	4,17	13,071
Settlements on MUSD 250 (MSEK 1,949)	-	2,72	3,73	6,45
Including derivatives	-	3,30	4,19	7,49

Interest rate risk is the risk that the SEK value of foreign currency equity will fluctuate due to changes in foreign exchange rates.

Securities' foreign currency capital employed at December 31, 2004 was MSEK 18,931. Capital employed is financed by loans in local currency and shareholder equity. This means that Securitas has a Group perspective, that is, net debt to shareholders' equity (net debt to equity ratio) is not affected by changes in exchange rates. By keeping the net debt to equity ratio in the most important currencies (USD, EUR and GBP, at about the same level as the debt to equity ratio), the Group achieves a level of protection against currency fluctuations in the countries in which the Group's capital employed is distributed by equity and its financing.

Table 1B
The table shows the measures to be taken to ensure that the Group's capital structure is in line with the Group's long-term strategy. The measures are based on the Group's policy of maintaining a target debt to equity ratio of 0.60. At December 31, 2004, the derivatives portfolio did not contain any options products.

Dec 31, 2004	Dec 31, 2005	Dec 31, 2006	Dec 31, 2007
Assets	487	445	487
Liabilities	487	445	487
Total	3,220	3,220	3,220

Average interest rate, includes swap margin.

2. Foreign currency risks
Phenomenon of foreign assets - translation risk
Translation risk is the risk that the SEK value of foreign currency equity will fluctuate due to changes in foreign exchange rates.

3. Financing risk
The Group's short-term liquidity is ensured by maintaining a liquid reserve (cash and bank deposits, short-term investments and the unutilized portion of credit facilities), which should correspond to a minimum of 5 percent of consolidated net debt. For December 31, 2004 the short-term liquidity reserve corresponded to 18 percent of consolidated net debt.
The Group's long-term financing risk is controlled by ensuring that the level of long-term financing (shareholder equity, convertible debt and long-term debt) is at least one year long-term committed loan facilities at December 31, 2004. Long-term financing of the Group should be well balanced among different sources. The aim is that long-term committed loan facilities and long-term bond issues should have an average maturity of more than three years. Per December 31, 2004, the average maturity of long-term financing was 5.1 years. The average maturity of the Group's long-term financing at December 31, 2004 was 5.1 years.

Table 1A: Maturity structure of issued bonds and committed loan facilities

Maturity	2004	2005	2006	2007
Amount, MSEK	4,683	3,153	3,394	9,793
Utilitized	4,683	4,683	4,683	4,683

(Including the securitization bank up-line)

Long-term committed loan facilities consist of a MUSD 800 Multi-Currency Revolving Credit Facility established December 2004 with a syndicate of international banks and maturing in December 2008. Securitas also has bilateral facilities with local Swedish banks amounting to MSEK 3,000 and renewed annually. Drawings under these facilities are priced at the relevant prevailing market rate from reference rate being maintained. Group interest cover ratio should always be above 3 and Group net debt to equity ratio should never exceed 1.35.

Within the framework of its employee incentive program established in May 2002, Securitas issued four convertible debenture loans totaling MUSD 44.05 and the interest is based on 90 percent of the 3-month EURIBOR, with the interest rate to be reset on the 1st of January 2006 and the 1st of January 2007. The debt is to be repaid in cash or shares to a special purpose company in Luxembourg, Securitas Inc. Co. (SIC). On June 20, 2002, the SIC issued a long-term syndicated bank loan of MUSD 400 from a syndicate of international banks. The loan matures in May 2007.

Securitas also has a Euro Medium Term Note Program with a maximum limit of MUSD 1,500 under which public and private funding can be raised on the international capital markets. Per December 31, 2004, there were two outstanding bonds under the program: MUSD 500 Eurobond maturing in January 2006 and MUSD 500 Eurobond maturing in March 2008. Both bonds carry a coupon of 6.125 percent and interest rate linked with one month LIBOR rate. Both loans are listed on the Luxembourg Stock Exchange.

On June 21, 2004, Securitas renewed a securitization agreement in the USA, to sell on a continuous basis individual interests in certain rights to securitize receivables, to a maximum amount of MUSD 250. Securitas has a securitization program. The agreement expires August 31, 2007, and the related credit facility, amounting to MUSD 250, is available only as a back up for this securitization program. The program was established in January 2000 and the related credit facility, amounting to MUSD 250, is available only as a back up for this securitization program with three Swedish banks (the amount of MUSD 250). The objective was to obtain access to short-term financing, to improve liquidity and to be able to provide liquidity on a short and long-term basis as well as flexibility to finance the Group's expansion.

Table 2A: Net debt to equity ratio

EUR	USD	Other currencies	Total
Net debt	3,12	4,10	7,40
Equity	4,03	6,208	10,241
Net debt to equity ratio	0.77	0.66	0.73

(Including derivatives)

Table 2B: Net transaction exposure per currency

Currency	Net transaction exposure per currency
EUR	103
USD	-1
GBP	-21
NOK	-7
Other currencies	-52
Net total	21

4. Credit/Counterparty risk.

The Group has no significant concentration of credit risk. The Group has policies in place to ensure that sales of derivatives are made to customers with an appropriate credit rating. The Group has policies in place that limit the amount of credit exposure to any one financial institution. Investments are limited to those that are made to government paper or with financial institutions with a high credit rating. In December 31, 2009, the weighted average credit rating of these institutions was one rating below AAA. The Group does not compare the only entered into with relationship financial institutions with a minimum rating of AA-1 or better rating.

Rating

In order to access international debt capital markets in an effective manner, Sequentia has obtained long-term credit ratings from both Standard & Poor's and Moody's. The ratings from Standard & Poor's is BBB+ with stable outlook and the rating from Moody's is Baa1 with stable outlook. The Swedish short-term rating is A-1 from Standard and Poor's.

The value of financial instruments is the Group is extending the fair value of the financial instruments are:
 - Cash and bank deposits and short-term investments: carrying amount, approximate fair value.
 - Derivative and other financial instruments: fair value are estimated based on quoted market prices, on prices provided by independent brokers on the value of the underlying assets, or the prices that are often prices that are the fair value of the assets.
 - Debt: fair value are estimated using independent cost of funds, which are based upon the Group's current incremental borrowing rates for similar types of borrowings with maturities consistent with those remaining for the debt being valued.

	Total fair value Group	Total fair value Bank
Assets		
Cash and bank deposits	291.3	291.3
Short-term investments	2,127.4	2,127.4
Investment in subsidiaries	136.8	136.8
Bank overdraft facilities	77.7	-77.7
Short-term loan facilities	2,120.3	-2,120.3
Foreign currency forward contracts	2.0	-2.0
Total other short-term loan facilities	-2,120.3	-2,120.3
Long-term loan facilities	-12,873.4	-12,873.4
Foreign currency forward contracts	2,101.5	2,101.5
Total long-term loan facilities	-10,671.9	-10,771.9
Total net debt	-9,483.5	-9,483.5

Other capital employed
 Acquired interest income and payable
 Financial expenses
 Acquired interest and financial expenses
 Total other capital employed

Off balance sheet arrangements
 Other interest income and payable
 Interest income and payable
 Foreign currency forward contracts
 Total off-balance sheet arrangements
 Total

Other interest income and payable
 Financial expenses
 Acquired interest and financial expenses
 Total other capital employed

NOTE 3. TRANSACTIONS WITH RELATED PARTIES

The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

NOTE 4. REMUNERATION TO THE BOARD OF DIRECTORS AND SENIOR MANAGEMENT

The Chairman of the Board and the Director receive fees in accordance with the terms of their contracts. The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

Group Management Director	Chairman of the Board	Other Director	Total
2009	114	14	128
2008	114	14	128

The Board of Directors, the Chairman and the other members of the Board of Directors (the Board) and the other members of the Board of Directors (the Board) are the related parties of the Group.

Board of Directors
 For the 2009 financial year, the Chairman Mikael Skrifving received a director's fee of SEK 227,500. The other Directors received an aggregate fee of SEK 227,500. The Board of Directors' fee is not limited to any other compensation except for travel and lodging expenses.

President and Chief Executive Officer
 During the 2004 financial year, Thomas Berglund received a salary equivalent to SEK 11.5. A variable compensation of SEK 0.6 for 2004 performance will be paid out in 2005. Thomas Berglund has received a long-term incentive plan for 2004-2006. The variable compensation received a long-term incentive during the year, see below under 'Incentive programs'.

Other members of Group Management
 The other members of Group Management are Erik Winberg, Executive Vice President and CFO, Svante Eriksson, Senior Vice President, Director of Sales, and Johan Viljoen, Divisional President. During the financial year 2004 their variable compensation amounted to SEK 4.6. The variable compensation received a long-term incentive during the year, see below under 'Incentive programs'. The other members of the Board of Directors received a long-term incentive plan for 2004-2006. The variable compensation received a long-term incentive during the year, see below under 'Incentive programs'.

Long-term incentive programs
 The Board of Directors has established a long-term incentive program based on the market performance of the Securities since the start of the program. The program is subject to a review and adjustment by the Board of Directors. The program is subject to a review and adjustment by the Board of Directors.

Provided that Johan Viljoen will remain employed by Sequentia at least until December 31, 2005, the value of his long-term incentive will be linked to the average stock price of Sequentia B-shares, which will be paid out in January 2006. The bonus reserve and incentive policy for Johan Viljoen amount to SEK 48.9. For the other members of the Group Management, a long-term incentive plan exist in which the maximum compensation is limited to three to five years time.

The compensation is based on the average development in the division for which the members are responsible. During 2004, the average development for the year was: The average development for the year was: The average development for the year was:

Convertible debt
 The Group Management has participated in Sequentia's convertible debt issue during the year. The Group Management has participated in Sequentia's convertible debt issue during the year.

	2004	2003	2002	2001	2000	Other
Thomas Berglund ¹	801,698	1,638	136,756	126,756	-	500,000
Erik Winberg ²	525,000	525,000	126,756	126,756	-	-
Svante Eriksson ³	175,000	175,000	126,756	126,756	-	-
Johan Viljoen ⁴	20,013	20,013	126,756	126,756	-	-
Dick Seger	26	26	126,756	126,756	-	-
Clara Thelin	50,000	-	-	-	-	-
Johan Viljoen	103,000	103,000	126,756	126,756	-	-

¹ Information refers to the holding as of February 2009 and February 2004.
² Information refers to the holding as of February 2009 and February 2004.
³ Information refers to the holding as of February 2009 and February 2004.
⁴ Information refers to the holding as of February 2009 and February 2004.

NOTE 6 OPERATING EXPENSES

Adult fees and voluntary work

	2004	2003	2002
Adult fees and voluntary work	41.5	29.3	35.0
Travel and transport	62.7	79.3	36.3
Other administrative	10.4	10.3	9.0
Other	6.4	7.8	7.2
Total	110.6	110.7	97.1

Other payments by the parent company to the subsidiaries for the year ending 31 December 2004 are as follows: The parent company has provided a loan to the subsidiary of SEK 100 million in 2004. The loan is secured by the subsidiary's assets and is repayable on demand. The parent company has also provided a loan to the subsidiary of SEK 100 million in 2003. The loan is secured by the subsidiary's assets and is repayable on demand. The parent company has also provided a loan to the subsidiary of SEK 100 million in 2002. The loan is secured by the subsidiary's assets and is repayable on demand.

NOTE 7 PERSONNEL

Average number of yearly employees, distribution between regions and men:

	2004	2003	2002
Nordic region	3,643	3,313	3,240
Europe region	16,380	13,984	14,835
USA	25,554	27,094	24,999
Rest of World	1,108	1,068	1,123
Total	46,685	45,459	44,197

In 2004, the number of fixed employees and vehicles was 40,185 (of which 13,116 were women).

NOTE 8 COSTS FOR BOARD OF DIRECTORS AND EXECUTIVES

	2004	2003	2002
Nordic region	1,797	28.5	8.9
Europe region	107.2	20.1	3.3
USA	519	13.1	7.5
Rest of World	4.3	0.8	0.3
Total	3,487.3	62.5	19.9

NOTE 9 COSTS FOR BOARD OF DIRECTORS, EXECUTIVES AND OTHER EMPLOYEES

	2004	2003	2002
Nordic region	3,992.1	1,180.0	3,770.9
Europe region	12,655.1	4,947.0	17,433.3
USA	14,115.1	2,361.9	14,115.1
Rest of World	861.8	83.5	645.0
Total	31,624.1	8,572.4	36,964.3

A complete list of the average number of yearly employees and salary costs by country is reported in the annual report published to the Swedish Board and Registration Office.

Further information regarding the Group's personnel and other long-term employee benefits can be found in Note 23.

NOTE 8 OPERATING EXPENSES

Operating expenses, including depreciation and amortization

	2004	2003	2002
Operating expenses, including depreciation and amortization	1,102.4	931.3	869.2
Depreciation and amortization	1,464.1	1,564.1	1,493.5
Total	2,566.5	2,495.4	2,362.7

Other payments by the parent company to the subsidiaries for the year ending 31 December 2004 are as follows: The parent company has provided a loan to the subsidiary of SEK 100 million in 2004. The loan is secured by the subsidiary's assets and is repayable on demand. The parent company has also provided a loan to the subsidiary of SEK 100 million in 2003. The loan is secured by the subsidiary's assets and is repayable on demand. The parent company has also provided a loan to the subsidiary of SEK 100 million in 2002. The loan is secured by the subsidiary's assets and is repayable on demand.

NOTE 9 RESULT OF FINANCIAL INVESTMENTS

Interest expense and similar items

	2004	2003	2002
Interest expense and similar items	-62.8	-74.3	-79.7
Exchange rate differences, net	-2.9	-2.0	-4.2
Other financial income and expenses, net	-54.8	-40.9	-49.4
Total	-119.1	-116.1	-129.4

Exchange rate differences included in operating income are reported in Note 6.

NOTE 10 TAXES

Statement of income

	2004	2003	2002
Income before taxes	-795.0	-34.1	-675.2
- current taxes	-65.4	-3.9	-78.9
- deferred taxes	-860.4	-7.0	-754.1
Total tax expense	-1,500.8	-45.0	-1,508.2

The Swedish tax rate was 22 percent in 2004/2003 and 2002. The total income on income before taxes was 37.0 percent (37.7 and 33.7).

NOTE 11 DEFERRED TAXES

Deferred tax assets and deferred tax liabilities were attributable to:

	2004	2003	2002
Deferred tax assets	41.7	25.2	64.6
Deferred tax liabilities	406.3	414.8	459.8
Total	364.6	389.6	405.2

The loss carryforwards in Sweden and weighted tax rates for foreign subsidiaries are reported in Note 10.

NOTE 12 DEPRECIATION AND AMORTIZATION

Depreciation and amortization for the year is distributed in the statement of income as per below:

	2004	2003	2002
Depreciation and amortization	1,102.4	931.3	869.2
Depreciation and amortization	1,464.1	1,564.1	1,493.5
Total	2,566.5	2,495.4	2,362.7

Depreciation and amortization for the year is distributed in the statement of income as per below:

NOTE 13 DEFERRED TAXES

Deferred tax assets and deferred tax liabilities were attributable to:

	2004	2003	2002
Deferred tax assets	41.7	25.2	64.6
Deferred tax liabilities	406.3	414.8	459.8
Total	364.6	389.6	405.2

The loss carryforwards in Sweden and weighted tax rates for foreign subsidiaries are reported in Note 10.

NOTE 14 FINANCIAL INVESTMENTS

Interest expense and similar items

	2004	2003	2002
Interest expense and similar items	-62.8	-74.3	-79.7
Exchange rate differences, net	-2.9	-2.0	-4.2
Other financial income and expenses, net	-54.8	-40.9	-49.4
Total	-119.1	-116.1	-129.4

Exchange rate differences included in operating income are reported in Note 6.

NOTE 15 DEFERRED TAXES

Deferred tax assets and deferred tax liabilities were attributable to:

	2004	2003	2002
Deferred tax assets	41.7	25.2	64.6
Deferred tax liabilities	406.3	414.8	459.8
Total	364.6	389.6	405.2

The loss carryforwards in Sweden and weighted tax rates for foreign subsidiaries are reported in Note 10.

NOTE 11 ACQUISITION OF SUBSIDIARIES

	2004	2003	2002
WNY Netherlands	155.0	155.0	155.0
TSV Spain	18.3	18.3	18.3
Enduris, France	537.8	537.8	537.8
Behr, UK	1,351.3	1,351.3	1,351.3
Valinco, France	97.0	97.0	97.0
Shank & Purrier, Germany	19.0	19.0	19.0
Other acquisitions ¹	17.1	17.1	17.1
Divestitures	(10.3)	(10.3)	(10.3)
Total acquisitions	2,079.4	2,079.4	2,079.4
Liquid assets according to remission analysis	(1,466.4)	(1,466.4)	(1,466.4)
Total effect of the Group's liquid assets	613.0	613.0	613.0

¹ Please refer to Note 11.1 for details on acquisitions.
² Purchase price, net of cash and bank deposits, and short-term investments.
³ Total liabilities for cash and bank deposits, net of cash and bank deposits, and short-term investments.
⁴ The net effect on the consolidated financial statements is calculated as the difference between the purchase price and the liquid assets.
 See the Annual Report 2004, page 37.

NOTE 12 LIQUID ASSETS

	2004	2003	2002
Opening balance	13,744.5	20,247.6	16,030.2
Capital expenditures	1,802.8	1,143.6	1,199.7
Transitions differences	(1,126.1)	(1,237.7)	(2,505.2)
Closing accumulated balance	14,421.2	20,153.5	14,724.7

NOTE 13 GOODWILL

	2004	2003	2002
Opening balance	15,744.5	20,247.6	16,030.2
Capital expenditures	1,802.8	1,143.6	1,199.7
Transitions differences	(1,126.1)	(1,237.7)	(2,505.2)
Closing accumulated balance	16,421.2	20,153.5	14,724.7

Liquid assets include cash and bank deposits and short-term investments with a maximum duration of 90 days.
 Opening balance refers to the acquisition of subsidiaries.
 The net effect on the consolidated financial statements is calculated as the difference between the purchase price and the liquid assets.
 See the Annual Report 2004, page 37.

NOTE 14 OTHER INTANGIBLE ASSETS

	2004	2003	2002
Opening balance	388.8	135.8	57.8
Capital expenditures	26.7	26.7	8.0
Transitions differences	6.2	9.5	(8.1)
Closing accumulated balance	421.7	172.0	57.7

Other intangible assets include patents, trademarks, and licenses.
 Opening balance refers to the acquisition of subsidiaries.
 The net effect on the consolidated financial statements is calculated as the difference between the purchase price and the intangible assets.
 See the Annual Report 2004, page 37.

NOTE 15 TANGIBLE, FIXED ASSETS

	2004	2003	2002
Opening balance	1,234.1	1,813.0	2,061.3
Capital expenditures	156.4	52.7	191.5
Sales/disposal	(37.1)	(69.4)	(151.3)
Reclassification	(51.9)	(48.2)	(69.6)
Transitions differences	(21.9)	(30.8)	(39.7)
Closing accumulated balance	1,389.6	1,337.3	1,091.2
Opening depreciation	(335.4)	(341.8)	(424.9)
Sales/disposal	26.0	24.8	32.8
Reclassification	15.0	—	—
Depreciation for the year	(40.7)	(42.3)	(47.5)
Transitions differences	8.7	16.9	13.1
Closing accumulated depreciation	(336.4)	(334.4)	(386.6)
Closing residual value	1,053.2	1,002.9	704.6

The closing residual value of fixed assets in Bulgaria and Italy above was ASSEZ 126.1 (US\$ 114.0).
 Machinery and equipment, complete vehicles, equipment, security equipment (including spare parts) and IT and telecom equipment.
 Transitions differences refer to the acquisition of subsidiaries.
 The net effect on the consolidated financial statements is calculated as the difference between the purchase price and the tangible fixed assets.
 See the Annual Report 2004, page 37.

NOTE 16 OTHER LONG-TERM RECEIVABLES

	2004	2003	2002
Opening balance	70.6	599.8	671.1
Receivables for Group Management board	48.9	213.7	213.7
Other long-term receivables	314.5	192.3	137.9
Total other long-term receivables	434.0	966.8	1,022.7

Other long-term receivables refer to assets related to pension and other long-term employee benefit plans. For further information please refer to Note 22.
 The receivables for Group Management board refer to amounts due to the board of directors of the Group Management board in 1999 at which time the balance sheet was audited to the independent audit firm's opinion. For further information, refer to Note 4.

NOTE 17 INVENTORIES

	2004	2003	2002
Materials and commodities	413.2	318.7	300.3
Work in progress	177.7	148.8	102.5
Advance payments to suppliers	17.7	16.7	17.9
Total inventories	608.6	484.2	420.7

NOTE 18 OTHER CURRENT RECEIVABLES

	2004	2003	2002
Current tax assets	266.9	420.7	511.6
Prepaid expenses and received income	860.0	700.6	707.0
Accrued interest income and prepaid financial expenses	506.6	544.5	448.2
Insurance-related receivables ¹	600.2	472.5	206.6
Receivables for Group Management board	14.5	—	—
Other items	200.0	265.1	355.0
Total other current receivables	2,448.2	2,433.4	2,337.4

Insurance-related receivables in 2004 includes ASSEZ 166.4 (US\$ 150.0) relating to the WEL-0 project in Czech Republic Services Company.
 The receivables for Group Management board refer to amounts due to the board of directors of the Group Management board in 1999 at which time the balance sheet was audited to the independent audit firm's opinion. For further information, refer to Note 4.

NOTE 19 INTEREST-BEARING CURRENT ASSETS

The net position in Group equity-related financial instruments is reported as Cash and bank deposits where existing contracts for the acquisition of such instruments.
 Short-term investments refer to fixed interest rate bank deposits without a call.

NOTE 20 CHANGES IN SHAREHOLDERS' EQUITY

Translation differences	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995
Shareholders' equity	4,747.7	5,093.3	8,106.6	1,185.9	1,185.9	1,185.9	1,185.9	1,185.9	1,185.9	1,185.9
Translation differences	-4,747.7	-5,093.3	-8,106.6	-1,185.9	-1,185.9	-1,185.9	-1,185.9	-1,185.9	-1,185.9	-1,185.9
Operating lease	-	-	-	-	-	-	-	-	-	-
Translation differences	-	-	-	-	-	-	-	-	-	-
Change balance	-2,085.1	-4,474.7	-9,979.3	-78.7	-72.3	-44.3	-2,155.8	-1,437.4	-1,374.0	-415.6

Translation differences for the year have been reduced by MSEK 163.8 (3.4 and 1.4) through billing.

Number of shares outstanding December 31, 2004	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995
Series A	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000	17,143,000
Series B	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337	247,010,337
Total	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337	264,153,337

Effect of change in accounting for translation differences: The consolidated financial statements of the Financial Reporting Accounting Standards Council has been implemented as at 2004. The consolidated RR 29 (Shareholder's Equity) of the opening balance sheet and equity of MSEK 350.8.

Proposed dividend: The Board of Directors and the President propose a dividend to be paid to the shareholders of SEK 3.00 per share.

NOTE 21 CONVERTIBLE DEBTURE LOANS

Loan 1998/2003: The loan carried a variable interest rate equivalent to the 12-month STIBOR less 0.25 percentage points and was in force between April 24, 1998 to February 28, 2003. Interest expense on the loan was charged against net income for 2003 in the amount of MSEK 0.7 (9). The conversion price was 79.50 SEK per share and conversion could be requested during the period May 30, 2001 to January 31, 2002. In 2001, a total of MSEK 1,992 corresponding to 27,002,591 shares was converted. As per March 31, 2003 the loan, originally of MSEK 700, was fully converted except for MSEK 5 that was not converted.

Loan 2002/2007 Series 1-4: The loan was issued within the framework of Scania's new employee incentive program on May 2, 2002 to 4 special purpose companies, Scania Employee Incentive Convertible 2002 Holding S.A., in Luxembourg, in which employees have subscribed for shares. The loan matured on May 2, 2007 and conversion may be requested no earlier than 90 days before and no later than 14 days after the loan's maturity. The loan carry a variable interest rate equivalent to 90 percent of the 3-month EURIBOR plus 0.49 percentage points. Interest expense on the loan was charged against net income for the year in the amount of MSEK 94.2 (108.0 and 94.0).

Date	2007/2007 series 1	2007/2007 series 2	2007/2007 series 3	2007/2007 series 4	Outstanding		Conversion rate	
					EUR	SEK	EUR	SEK
Loan 2002/2007 series 1	110,870,000	29,300	182,200	4,461,276				
Loan 2002/2007 series 2	110,870,000	24,300	218,940	4,562,551				
Loan 2002/2007 series 3	110,870,000	28,400	255,883	3,903,873				
Loan 2002/2007 series 4	110,870,000	33,400	291,592	3,421,913				
Total			441,000	17,349,613				

The loan amounts and conversion rates are as follows:

NOTE 22 PROVISIONS FOR PENSIONS AND SIMILAR COMMITMENTS

The Group operates or participates in a number of defined benefit and defined contribution pension and other long-term employee post-employment plans throughout the world covering the majority of employees. These plans are situated in various countries with local conditions and practices. The overall cost of these plans for the year is included in SG&P.

Details of the principal arrangements are provided below.

USA: The majority of the Group's US employees are eligible to participate in the respective employer's defined contribution retirement arrangements under which the employee contributes up to a certain limit, although the plan design may vary from year to year. On September 20, 2002, the Group also operates three defined benefit pension plans which are fully funded and have no liabilities and future benefit accruals. Two of these plans are funded with assets held separately from those of the employees. The Group also provides post-retiree medical and life insurance benefits for certain retired employees and their dependents. Retirees contribute up to 20 percent of the cost of these benefits depending on age and service at retirement.

UK: Two funded defined benefit plans are operated in the UK with assets held separately from those of the employer. Both provide benefits linked to members' defined contribution arrangements. In addition, the operations in the UK sponsor various defined contribution arrangements.

Blue-collar workers: are covered by the SAF-IO collective pension plan, an industry-wide multi-employer defined contribution arrangement. While-bearer workers are covered by the industry-wide ITP plan, which is a defined benefit plan based on a collective agreement and operated on a multi-employer basis. Forces, this is a multi-employer defined benefit plan, the insurance company which operates this plan has local assets in the UK. The insurance plan is a multi-employer defined benefit plan, the insurance company which operates this plan has local assets in the UK. The insurance plan is a multi-employer defined benefit plan, the insurance company which operates this plan has local assets in the UK. The insurance plan is a multi-employer defined benefit plan, the insurance company which operates this plan has local assets in the UK.

Balance at start of year	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995
Provision for pensions and similar commitments, net	70.6	-81.4	-98.8	-	-	-	-	-	-	-
These reported under Other long-term receivables and similar commitments	-	-	-	-	-	-	-	-	-	-
Total provisions for pensions and similar commitments, net	70.6	-81.4	-98.8	-	-	-	-	-	-	-

Other countries: The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29.

Other countries: The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29. The table shows the movements in the balance sheet resulting from the transition to RR 29.

NOTE 23 PROVISIONS

The following table shows the provisions for provisions and other liabilities for the periods ended on the dates indicated in the table below:

	2003	2002
Accrued interest	1,938.2	1,731.6
Other accrued liabilities	262.7	707.0
Total accrued liabilities	2,200.9	2,438.6
Other current liabilities	1,070.8	1,136.6
Other long-term liabilities	347.8	277.4
Total other current liabilities	1,418.6	1,414.0
Total provisions and other liabilities	3,619.5	3,852.6

NOTE 25 OTHER SHORT-TERM LOAN LIABILITIES

	2003	2002
Commercial paper	1,938.2	1,731.6
Other short-term loans	262.7	707.0
Total other short-term loan liabilities	2,200.9	2,438.6

NOTE 26 OTHER CURRENT LIABILITIES

	2003	2002
Accrued interest	1,938.2	1,731.6
Other accrued liabilities	262.7	707.0
Total other current liabilities	2,200.9	2,438.6

NOTE 28 CONTINGENT LIABILITIES

	2003	2002
Securities and guarantees	11.6	75
Other contingent liabilities*	146.6	149.2
Total contingent liabilities	158.4	157.1

*The term "other contingent liabilities" includes a contingent liability related to ongoing litigation. The events of September 11, 2001, resulted in a significant increase in the amount of contingent liabilities. The amount of contingent liabilities is expected to decrease as the litigation progresses. The amount of contingent liabilities is expected to increase as the litigation progresses.

All investigations of the events of September 11 continue to indicate that Globe in no way was negligent in the release of previously issued securities. The amount of contingent liabilities is expected to decrease as the litigation progresses. The amount of contingent liabilities is expected to increase as the litigation progresses.

The first step consisted of a transition period when the Financial Administration (FAA) became the party responsible for the initial investigation and contract with private security companies for these services (the FAA). The second step consisted of the Transportation Security Administration, TSA. The second step consisted of the Transportation Security Administration, TSA. The second step consisted of the Transportation Security Administration, TSA.

NOTE 24 LONG-TERM LIABILITIES

	2003	2002
Convertible debentures	3,940.6	3,321.5
Other long-term liabilities	3,940.6	3,321.5
Total long-term liabilities	7,881.2	6,643.0

Convertible debentures are convertible into common stock at the option of the holder. The amount of convertible debentures is expected to decrease as the debentures are converted. The amount of convertible debentures is expected to increase as the debentures are converted.

The amount of convertible debentures is expected to decrease as the debentures are converted. The amount of convertible debentures is expected to increase as the debentures are converted. The amount of convertible debentures is expected to decrease as the debentures are converted.

NOTE 27 PREFERRED ASSETS

	2003	2002
Preferred assets	7.8	160
Total preferred assets	7.8	160

The amount of preferred assets is expected to decrease as the assets are redeemed. The amount of preferred assets is expected to increase as the assets are redeemed.

The amount of preferred assets is expected to decrease as the assets are redeemed. The amount of preferred assets is expected to increase as the assets are redeemed. The amount of preferred assets is expected to decrease as the assets are redeemed.

NOTE 29 OTHER LIABILITIES

	2003	2002
Other liabilities	10,233.9	11,846.5
Total other liabilities	10,233.9	11,846.5

The amount of other liabilities is expected to decrease as the liabilities are settled. The amount of other liabilities is expected to increase as the liabilities are settled.

The amount of other liabilities is expected to decrease as the liabilities are settled. The amount of other liabilities is expected to increase as the liabilities are settled. The amount of other liabilities is expected to decrease as the liabilities are settled.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: SECURITAE SECURITY

Name of Proposer's Health Plan: SRC-CWA Date: 2005

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
<i>NOT APPLICABLE AS SECURITAE IS PAYING A LIMITED</i>			
Proposer's Health Plan Premium			
Employee only	Y N	\$ <i>WAGE</i>	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

FORM LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (contir

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 30 days of employment.
- Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

P:\ASPUB\CONTRACTMASTER\RFP FORMATS\EXHIBITS.wpd 12/23/02

BENEFITS AND INCENTIVES PROGRAMS

Securitas offers its security officers a benefit/incentive program which is unmatched in the security services industry. The benefits/incentives offered by Securitas to all eligible employees include the following:

BENEFITS PROGRAMS

MEDICAL PLANS

Securitas offers a variety of medical plans through payroll deduction and/or client contribution. Our self-insured POS plans, EPO and HMOs are administered by Aetna, and in many cases exceed the security industry standard. We also provide access to many regional HMOs. Detailed comparative information regarding coverage and premium costs for all plans is available.

HEALTH INFORMATION AND ASSISTANCE

Active participants in our self-insured health plans have 24-hour online and telephone access to a variety of information resources to help them manage their health care, including:

- Aetna Navigator
- DocFind
- 24-Hour Informed Health Line
- Aetna IntelliHealth
- Aetna Disease Management programs

DENTAL PLANS

Securitas offers a choice of two different dental plans through Aetna. Both the PPO and the DMO dental plan provide excellent coverage and are available to all Securitas employees through payroll deduction and/or client contribution.

VISION CARE

All of our officers and their families are eligible for a full service vision program offering flat co-pays for eye exams, frames, lenses and contact lenses, as well as a variety of other vision related services. Plan participants have access to over 22,000 providers nationwide. This program is available to employees through payroll deduction and/or client contribution.

VOLUNTARY MEDICAL PLAN

For those security officers not eligible to participate in a health plan offered through client contract, Securitas provides access to a limited medical benefit plan. This plan is 100% paid for by the employee and is not available for client contribution. Through this plan, the employee also has the option to purchase additional life insurance, vision, dental and short-term disability insurance through payroll deduction.



401(K) SAVINGS PLAN

All officers may enroll in our 401(k) retirement savings plan. The plan is designed to permit savings on a tax-deferred basis. Security officers may defer 1% to 25% of eligible earnings up to IRS limits, through convenient payroll deduction. Securitas provides a ten percent (10%) matching contribution on the first three percent (3%) of plan compensation to all officers enrolled in the 401(k) plan (except those governed by special plan provisions).

LIFE AND ACCIDENT INSURANCE

The cost of this insurance is fully paid by Securitas and is provided to all full time (working over 30 hours a week) security officers, effective the first of the month following 90 days of employment. The life insurance benefit is \$5,000 and in the event of accidental death, this amount is \$10,000. Additional amounts may be provided through client contract.

VOLUNTARY SUPPLEMENTAL LIFE INSURANCE

All full-time security officers are eligible to purchase up to an additional \$25,000 in life insurance coverage for themselves and their families through payroll deduction. Spouses may purchase up to 50% of the face amount of the coverage elected by the security officer.

EMPLOYEE ASSISTANCE PROGRAM

The EAP program has been instrumental in providing guidance, direction and support services to those employees who seek help. EAP programs assist in early identification of problems and in preventing minor problems from escalating to major issues.

The program is offered at no cost to all Securitas employees, full and part-time, after 90 days of employment. The service is administered by MHN, and can be accessed 24 hours a day, 7 days a week either by going online or by calling a toll-free telephone number. Members are entitled to up to 3 counseling sessions per incident, per benefit period, and have unlimited online access to EAP information and tools for a wide range of issues, including:

- Marital, relationship and family problems
- Alcohol and drug dependency
- Stress and anxiety
- Depression
- Grief and loss
- Child and elder care assistance
- Financial issues
- Legal services

LOCAL SERVICES

Securitas offers discount programs and other services our employees may find useful. These include credit unions, discounts for GM and Ford cars, as well as for Dell computers and AT&T wireless products. Employees may also purchase U.S. savings bonds through the payroll department.

OTHER

HOLIDAY PAY

Our officers receive premium wages for all work performed on specified holidays.

PAID VACATIONS

Our basic policy for full-time officers allows for one week (40 hours) after one year, two weeks (80 hours) after five years, and three weeks (120 hours) after ten years of service. This policy may be amended to comply with the vacation policy of the client.

UNIFORMS

As a standard company policy, all uniforms and equipment are furnished without charge or deposit to our security officers.

DIRECT DEPOSIT

This convenient, timesaving benefit is available to all Securitas employees.

SONS AND DAUGHTERS SCHOLARSHIP PROGRAM

Securitas has established a scholarship program to help finance higher education for the children of its security officers. Children of Securitas security officers can receive a \$1,500 award that may be used for undergraduate study. Awards are given without regard to race, color, creed, religion, sex, disability or national origin. Up to ten awards are given annually.

INCENTIVE PROGRAMS

AWARDS OF MERIT

Recognizing the individual officer for above average performance is critical in maintaining the morale and dedication of any security force. This recognition includes:

1. Certificate of Merit
2. Security Officer of the Month
3. Security Officer of the Year
4. Regional Officers of the Year
5. Regional Supervisor and Employee of the Month
6. Regional Supervisor of the Year
7. National Officers of the Year



8. Service HEROES recognition program to be nominated to be in “Excellence in Service”

CORPORATE RECOGNITION

Special awards are given in two categories by executive management to security officers and supervisors.

1. Medal for Meritorious Service
2. Medal of Valor

SERVICE AWARDS

1. One year-certificate
2. Five, ten, fifteen and twenty years-Special Securitas gold pins

Aetna Affordable Health ChoicesSM

Description of Coverage



IN THIS BOOKLET:

- Benefits Explained
- Claim Forms (to copy)
- ID Cards (back cover)
- Details on Exclusions
- Contact Information

Voluntary Benefits Plan

Questions?

Call SRC toll-free at **1-800-617-4015**

Monday-Friday, 8 a.m. to 8 p.m. ET

We want you to knowSM



FACTS ABOUT THE PLAN

Group Name:Securitas Security Services USA, Inc.
Group Number:360001
Group Insurance Policy Number:AMA1100002450
Eligible Employees:Full-time and part-time hourly employees are eligible to enroll in all benefits offered under the plan, except in the following situation: If you are eligible for, or enrolled in, a client determined medical plan, you may only enroll in the Short Term Disability and/or Term Life plans.

Eligibility:Immediate.
Your Coverage Begins:The first day of the pay period in which a deduction occurs, provided you are eligible.

Plan Name:Aetna Affordable Health ChoicesSM
Welfare Plan Type:Limited Major Medical Plan
Plan Number:502
Coverage Year Begins:January 1
Plan Fiscal Year End:December 31
Plan Sponsor:Securitas Security Services USA , Inc.
4330 Park Terrace Drive
Westlake Village, CA 91361
Telephone: (818) 706-6800

Eligibility Administrator:Benefits Department
(For all questions relating to enrollment & payroll deductions) Securitas Security Services USA , Inc.
4330 Park Terrace Drive
Westlake Village, CA 91361
Telephone: (818) 706-6800

Employer Identification Number (EIN):.....71-0912217
Claims Administrator:Strategic Resource Company (SRC)
(For all questions relating to claims and coverage) 221 Dawson Road / PO Box 23759
Columbia, SC 29224-3759

Insureds: Benefits/Missed Premiums:(800) 617-4015
DocFind PPO Network Information Line:.....(888) 772-9682
www.aetna.com/docfind/custom/aahc

Claims Inquiries:(888) 772-9682
Providers:(888) 772-9682

Underwriter of the coverage(s) issued under the Plan:
Insurance plans:Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156

Provider(s) of the discount program(s) within the Plan:
Prescription Drug Discount Card:Aetna Pharmacy Management
Insureds:.....(888) 772-9282
Providers:(888) 772-9682
www.aetna.com/docfind/custom/aahc

Eyewear Discount Card:Vision One[®]
Exam and Eyewear:(800) 793-8616 (Weekdays 9 a.m. - 9 p.m., Saturday 9 a.m. - 5 p.m. ET)
LASIK Customer Service:.....(800) 422-6600 (Weekdays 8 a.m. - 9 p.m., Saturday 9 a.m. - 6 p.m. ET)
Contacts Direct[™]:(800) 391-5367
www.aetna.com/docfind/custom/aahc

Informed Health[®] Line:1-800-556-1555 (24 hours a day / 365 days a year)

TABLE OF CONTENTS

FACTS ABOUT THE PLAN	ii
TABLE OF CONTENTS	iii
THE MANDATED CHANGES TO THE PLAN	iv
KEY TERMS USED IN THIS BOOKLET	vii
INTRODUCTION	1
Understanding the Plan	2
Eligibility and Coverage	2
GENERAL PLAN INFORMATION	2
NMHPA - Newborns' and Mothers' Health Protection Act	3
Women's Health and Cancer Rights Act - Important Mastectomy Notice	3
Limits on Coverage – Preexisting Conditions	3
Payroll Deductions	4
Missed Premium Payments	4
COBRA - Extended Coverage	5
Extended Coverage - Other than COBRA	7
Conversion of Your Medical Coverage	7
Your Rights Under ERISA	7
ERISA and Effect on Employment	8
Summary Plan Description	8
Conformity with the Law	9
Plan Termination and Amendment	9
Strategic Resource Company (SRC).....	9
Plan Funding	9
Aviso Importante para Empleados Hispanohablantes: Important Notice for Spanish-Speaking Employees	9
MEDICAL	10
General Information	10
PPO Network Information	10
DocFind® Online Provider Directory	10
Outpatient Benefits	11
Wellness Care Benefits	11
Inpatient Benefits	11
Prescription Drugs	12
Informed Health® Line.....	12
Vision One® Discount Program	12
Medical Plan Exclusions and Limitations	14
Filing a Claim	16
VISION CARE	17
General Information	17
Eye Exam Benefit	17
Exclusions and Limitations	17
Filing a Claim	17
Vision One® Discount Program	17
DENTAL	19
General Information	19
Schedule of Benefits (D3000-6)	19
Exclusions and Limitations	21
Filing a Claim	22
SHORT TERM DISABILITY	23
General Information	23
Exclusions and Limitations	23
Availability	23
Filing a Claim	24
TERM LIFE INSURANCE	25
General Information	25
Conversion of the Term Life Insurance Coverage	25
Exclusions and Limitations	25
Filing a Claim	25
DEDUCTIBLE PREMIUM PAYMENT FORM	27
CLAIM FORMS	29
PRIVACY NOTICE	35
TEMPORARY MEMBER NOTIFICATION	39
Aetna Affordable Health Coverage SM Medical and Dental Identification Card	39
Aetna Pharmacy Management Prescription Drug Discount Card	39
Vision One® Membership Card	39

STATE MANDATED CHANGES TO THE PLAN

The group insurance policy(ies) that provide(s) the benefit(s) of your company's Plan are issued directly to the Plan Sponsor (identified on the inside front cover of this booklet) based on laws and regulations of the delivery state of **California**. Your Description of Coverage booklet is changed as follows, due to requirements of the laws and regulations of the delivery state of **California**.

GENERAL PLAN INFORMATION

The following questions and answers have been modified as indicated:

Who is an eligible family member? Eligible family members (also called dependents) are:

- your lawful spouse,
- an unmarried child to any age if they become handicapped and unable to earn a living, and
- any unmarried child through age 18 (through age 24 if a registered full-time student) who depends on you for support.

You may also cover as your dependent a person who is your domestic partner if you and your partner:

- meet the requirements under California law for entering into a domestic partnership; and
- have jointly executed and filed a Declaration of Domestic Partnership with the Secretary of State.

When does coverage begin and end for my dependents? Your dependents' coverage begins when your coverage begins if you enrolled them when you enrolled. If you've enrolled in the Medical Coverage, your child born while this coverage is in force is covered for Injury and Sickness for the first 31 days of its life. A newborn child's coverage includes necessary care and treatment of congenital defects, birth abnormality, prematurity, and routine newborn care. After the first 31 days, the child will remain covered only if the Claims Administrator has received written notice of the birth and you have paid the correct premium. A minor child who comes under your care and control while this coverage is in force is covered for Injury and Sickness provided you file a petition to adopt. The child will be covered from the date of placement in your home if you apply for coverage and pay any required premium within 31 days after the date of placement. However, coverage shall begin at the moment of birth if the petition for adoption, application for coverage and payment of premium occurs within 31 days after the child's birth. The insurer reserves the right to approve or disapprove your late application to cover a dependent. Your dependents' coverage ends when yours does or when the dependent is no longer eligible. A "domestic partner" will no longer be considered to be a defined dependent on the date of termination of the domestic partnership.

In addition to the COBRA continuation coverage information explained in the General Plan Information section of this booklet, the following option is also available:

Continuation After Termination of Federal COBRA:

For enrollees whose COBRA coverage begins on or after January 1, 2003 and who have exhausted their federal COBRA coverage and who were entitled to less than 36 months of federal coverage may continue coverage through Cal-COBRA for up to 36 months from the date the federal COBRA coverage began. The coverage is provided subject to the rate limitations and other requirements of the CAL-COBRA program (applies to medical coverage only for Federal COBRA beneficiaries.)

MEDICAL

In addition to the benefits explained in the Medical section of this booklet, the following expenses are covered under the Medical Coverage, subject to the benefit provisions and maximums of your plan:

- Serious mental illness of a person of any age, which includes schizophrenia, schizoaffective disorders, bipolar disorders, major depressive disorders, panic disorders, obsessive-compulsive disorders, pervasive developmental disorders or autism, anorexia nervosa and bulimia nervosa and of serious emotional disturbances of a child.
- Charges for routine patient care costs related to clinical trials for treatment of cancer.
- Adult preventive care, which includes:
 - > Routine mammographic examinations: baseline mammogram for covered females age 35 through 39; each 2 years for covered females age 40 through 49 unless recommended more frequently by her attending physician; and annually for covered females age 50 and over.
 - > Pap smears and other cancer screening tests.
 - > Screening and diagnostic tests for prostate cancer.
- Well child care, which includes:
 - > Charges for pediatric preventive care from the moment of birth through age 16 years.
- Charges for participation in the Expanded Alpha Feto Protein (AFP) program administered by the State of California.
- Supplies used for treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy.
- If prescription drugs are a covered expense under your plan, then oral contraceptives and drugs for treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy, are covered expenses.

The following exclusions and limitations have been modified as indicated:

Coverage is not provided for the following charges:

- Those expenses incurred for or in connection with procedures; services; or supplies that are, as determined by Aetna, to be experimental or investigational. A drug, a device, a procedure, or treatment will be determined to be experimental or investigational if:
 - > There are insufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved; or
 - > If required by the FDA, approval has not been granted for marketing; or
 - > A recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational, or for research purposes; or
 - > The written protocol or protocols used by the treating facility, or the protocol or protocols of any other facility studying substantially the same drug, device, procedure, or treatment, or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure, or treatment states that it is experimental, investigational, or for research purposes.

However, this exclusion will not apply with respect to services or supplies (other than drugs) received in connection with a disease; if Aetna determines that:

- > the disease can be expected to cause death within one year, in the absence of effective treatment; and
- > the care or treatment is effective for that disease or shows promise of being effective for that disease as demonstrated by scientific data. In making this determination Aetna will take into account the results of a review by a panel of independent medical professionals. They will be selected by Aetna. This panel will include professionals who treat the type of disease involved.
- > The covered person has been accepted into a phase I, II, III, or IV approved cancer clinical trial and the attending physician recommended the program.

Also, this exclusion will not apply with respect to a drug, and necessary services associated with administration of a drug, that:

- > Is approved by the FDA; and
- > Is for the treatment of:
 - A life-threatening condition; or
 - A chronic and seriously debilitating condition; and
 - > Has been recognized for treatment of that condition by one of the following:
 - The American Medical Association Drug evaluations;
 - The American Hospital Formulary Service Drug Information;
 - The United States Pharmacopoeia Dispensing Information, Volume 1, "Drug Information for the Health Care Professional";
 - Two articles from major peer reviewed medical journal.

For the purposes of this exclusion, "life threatening" means diseases or conditions:

- > Where the likelihood of death is high unless the course of the disease is interrupted; and/or
- > With potentially fatal outcomes, where the end point of clinical intervention is survival.

For the purposes of this exclusion, "chronic and seriously debilitating" means diseases or conditions that require ongoing treatment to:

- > Maintain remission; or
- > Prevent deterioration and cause significant long-term morbidity.

- Those made for:
 - > Subluxation; or
 - > Manipulative (adjustive) treatment; or
 - > Other physical treatment;

...of any condition caused by or related to biomechanical or nerve conduction disorders of the spine. Not excluded if the insured is confined in a hospital; is receiving treatment of scoliosis or fracture care; or for surgery (including pre/post surgical care given or ordered by the operating physician);

What is a Preexisting Condition? A "preexisting condition" is an injury or disease for which a person received treatment or services; or took prescribed drugs or medicines during the 180 days right before the person's effective date of coverage (or, if the Plan requires you to serve a probationary period, the 180 days right before the first day of the probationary period).

During the first 180 days of a person's current period of coverage, no benefits are payable for any covered expenses incurred for the treatment of a preexisting condition; unless the person has been covered for 180 continuous days and has received no care, treatment, or advice for the condition or has not taken prescribed drugs or medicines for the condition.

Special Rules As To A Preexisting Condition

If a person had creditable coverage and such coverage terminated within 63 days prior to the date he or she enrolled (or was enrolled) in this Plan, then any limitation as to a preexisting condition will be reduced by the number of days of prior creditable coverage. Also, if a person enrolls (or is enrolled) in this Plan immediately after any applicable probationary period has been served, and that person had creditable coverage which terminated within 63 days prior to the first day of such probationary period, then any limitation as to a preexisting condition will be reduced by the number of days of prior creditable coverage. As used above: "creditable coverage" means a person's prior medical coverage as defined in the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996. The preexisting condition limitation above does not apply to newborn or adopted children, or to any pregnancy.

EXTRA-TERRITORIAL INFORMATION

Some states require that certain benefits or provisions be provided to their residents regardless of where the group insurance policy that covers those residents is issued. If you are a resident of one of those states, your state's requirements will apply to you in place of the benefits or provisions in this booklet when those requirements provide a greater benefit or right than described in this booklet.

KEY TERMS USED IN THIS BOOKLET

Key terms used in this booklet to describe the medical insurance plans are explained below. They are Capitalized throughout this booklet for your reference.

What is an Accident? An Accident is a sudden, unexpected and unforeseen non-occupational identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Covered Person is insured under the Plan.

What is a Base Deductible? A Base Deductible is the initial amount of a medical provider's fee that a Covered Person is responsible for paying each time they incur certain covered charges from an out of network provider and it is not usually paid when the charges are incurred.

What is a Coverage Year? A Coverage Year is a consecutive 12-month period or part of such period during which certain Deductibles and maximums accumulate. An insured employee's initial Coverage Year begins on their first day of coverage under the Plan and ends on the anniversary date of the Coverage Year as stated on the inside front cover of this booklet, subject to the provisions outlined under "When Does Coverage End?" On the anniversary date of each Coverage Year, these same Deductibles and maximums are reset for another consecutive 12-month period as long as the insured employee still meets the eligibility requirements.

What is a Covered Expense? A Covered Expense is a charge for a medical service, supply or for equipment that is covered under the Plan. These are typically expenses for hospital confinement, doctor's services, operating and recovery rooms and diagnostic tests. The complete list of Covered Expenses appears in the policy and certificate. For a benefit to be paid under the Plan, the service, supply, or equipment must:

- Be administered and ordered by the attending doctor or provider;
- Be Necessary Treatment for the diagnosis and treatment of the Sickness or Injury, and
- Not be excluded under the Plan.

Who is a Covered Person? You (the employee) are a Covered Person and so are any of your dependents who are insured under the Plan.

What is a Deductible? A Deductible is the amount of money the Covered Person must pay for eligible expenses during each Coverage Year before the Plan begins to pay benefits.

What is an Inpatient (hospital confinement) Expense? An Inpatient Expense is incurred at licensed hospital facilities when a Covered Person is admitted as an inpatient (hospital confinement) and charged for at least one day's room & board, excluding observation and recovery rooms.

What is an Injury? An Injury is bodily Injury caused by a non-occupational Accident. The Accident must occur while the Covered Person is insured under the Plan. It must also result directly and independently of all other causes in loss covered by the policy.

What is a Medical Emergency? A Medical Emergency is any health care service provided to a Covered Person after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the Covered Person, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- Serious impairment to bodily functions; or;
- Serious dysfunction of any bodily organ or part.

What is Necessary Treatment? Necessary Treatment is medical or dental treatment which is consistent with currently accepted medical or dental practice, as described in the policy and certificate. Any medical device, drug or pharmaceutical agent, procedure or treatment, or confinement or expense in connection with the treatment which is experimental/investigational in nature, as described in the policy and certificate, is not considered Necessary Treatment.

What is an Open Enrollment Period? An Open Enrollment Period is a specific number of days each year during which the employee and any dependents may enroll for coverage under the Plan.

What is an Occurrence? An Occurrence is a period of Injury or Sickness. An Occurrence ends when 60 consecutive days have passed during which the Covered Person:

- Receives no medical treatment, services, or supplies for an Injury or Sickness; and
- Neither takes any medication, nor has any medication prescribed, for an Injury or Sickness.

What is an Outpatient Expense? An Outpatient Expense is incurred at doctors' offices, free-standing clinics, and hospitals when a Covered Person is not admitted as an inpatient, nor are they billed for room & board charges, which is described in the question: "What is an Inpatient Expense?"

What do "Other Hospital Services" include? Certain ancillary hospital charges other than room & board which are rendered and billed by a hospital on a UB 92 claim form. They include, but are not limited to, pharmacy, medical and surgical supplies and devices, laboratory and x-rays, and operating and recovery room expenses.

What is the Plan? The "Plan" refers to the Aetna Affordable Health ChoicesSM insurance plans, for which this Description of Coverage booklet is prepared.

What is a Recognized Charge? Only that part of a charge that is recognized is covered, which is the lowest of: the provider's usual charge for furnishing it; the charge Aetna determines to be appropriate; negotiated charge; the charge Aetna determines to be the prevailing charge level; the charge Aetna determines on a semi-annual basis to be at the 80th percentile made for that service or supply; the Medicare Resource Based Relative Value; and the charge established in Aetna's Allowable Fee Schedule.

What is a Sickness? Sickness is a non-occupational illness or disease which causes loss covered by the Plan. The loss must start while the Covered Person is insured under the policy. Pregnancy is considered a Sickness.

What is a Waiting Period? A Waiting Period is the amount of time which coverage must be in force before benefits may become payable for covered procedures.

INTRODUCTION

The Description of Coverage (DOC) booklet has been designed specifically to give you, the insured, and your covered dependents important information regarding your benefits under these Plans. This booklet may contain benefit descriptions for Plans in which you have not enrolled. Your coverage(s) under the Voluntary Benefits Plan, based on the elections that you made through the telephone enrollment system, will be shown on your ID Cards and Election Confirmation Form. You will receive this under a separate cover within 30 days of your first payroll deduction. Make sure you carefully review the coverages listed on your ID Cards and Election Confirmation Form and immediately report any discrepancies to your Local Benefits Representative.

Remember:

Your coverage will begin on the first day of a pay period in which a deduction occurs.

For Medical, Dental, and/or Vision Care Plan enrollees: After you've had your first payroll deduction, and until you receive your personalized ID Cards, please cut out and use the Health Care, Prescription Drug, and Eyewear ID Cards on the back cover of this booklet.

This booklet together with your Telephone Enrollment Worksheet and the ID Cards and Election Confirmation Form make up your DOC.

Read this booklet carefully for Plan benefits and exclusions & limitations, including the preexisting conditions limitation.

Any discrepancy between the terms, conditions, or language in any communication (oral or written) regarding these Plans shall be resolved in accordance with the official Plan Documents which include the Group Policy(ies), maintained on file with the Plan Sponsor.

To ensure continuous coverage, please remember that it is your responsibility to review your paycheck stubs and confirm that the appropriate deductions are being taken from your paycheck. If you find an error, report it to your Local Benefits Representative immediately.

If you cannot find the answers to your benefits questions in this booklet, please call Strategic Resource Company (SRC), an Aetna company, toll-free, at **1-800-617-4015**.

Customer Service Representatives are available from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday, or you may write to Strategic Resource Company at PO Box 23759, Columbia, SC 29224-3759.

GENERAL PLAN INFORMATION

Understanding the Plan

This booklet describes, in a question and answer format, the 2006 Voluntary Benefits Plan and related Medical, Vision care, Dental, Short Term Disability, and Term Life Insurance Plans (together, these Plans are referred to as the "Plans"). The simple questions and answers should help you understand the Plans' benefits. **These benefits are limited** and details about those limits are also covered in this booklet.

Please note: The Voluntary Benefits Plan has choices. You can only be covered for your choice(s) if (1) you are enrolled and (2) premiums have been paid. This booklet, your ID Cards and Election Confirmation Form, and your Telephone Election Worksheet make up your Description of Coverage.

Eligibility and Coverage

Who can sign up for the Plan? All full-time or part-time hourly employees are eligible to enroll in all benefits offered under the Plan, except in the following situation: If you are eligible for or enrolled in a client determined medical plan, you may only enroll in the Short Term Disability and/or Term Life plans.

Can I cover my family? You can sign up your family members in the Medical, Vision care, Dental, and Term Life Plans if they are eligible.

Who is an eligible family member? Eligible family members (also called dependents) are:

- your lawful spouse,
- an unmarried child through age 18 (or age 24 if a registered full-time student) who depends on you for support, and
- an unmarried child to any age who is (or becomes) handicapped and unable to earn a living, and who depends on you for support.

Note: If you have a covered dependent who turns 19 and is a full-time student or is disabled, to continue their coverage you must notify your Local Benefits Representative within 31 or 60 days (see chart below) to ensure continued eligibility for that dependent. You may need to show proof of their continued eligibility from time to time.

Who is an eligible child? They are your children by birth, stepchildren, foster children, legally adopted children, children living with you while you are completing adoption procedures, and children for whom coverage has been court-ordered. Note: If you have a covered dependent who turns 19 and is a full-time student or is disabled, you must notify the Claims Administrator within 31 days to ensure continued eligibility for that dependent. The insurer may from time to time require proof of continued eligibility.

If a court order requires that I provide coverage for my dependents, how will this begin? You and your employer will both receive the court order requiring coverage to begin for your dependents. Your employer will then be responsible for making the appropriate payroll deduction and notifying SRC of the change.

What if both my spouse and I work for the company? If you and your spouse both work for the company, you can either both choose single coverage or have one of you choose family coverage which will cover the other spouse as a dependent. You may not be covered twice. If you and your spouse have one or more children that you wish to cover, only one of you may cover all dependents (spouse and children) under your Voluntary Benefits Plan.

When can I sign up? You will have 60 days from your date of hire to enroll; then once a year after that, the company will hold an Open Enrollment period at which time you may enroll or change your coverages. The Open Enrollment period is usually in October and lasts about 30 days.

What if I don't sign up now but need to later? Once your enrollment period is over, you cannot sign up for benefits until the next annual Open Enrollment period unless you have a Qualifying Life Event.

What are Qualifying Life Events? These are situations (listed below) that, if they occur after your enrollment period ends, may allow you to have a Late or Special Enrollment, or to change your benefits. This is provided that the enrollment or coverage change is appropriate for the event.

Qualifying Life Events

Within 31 days:

- Death
- Termination of employment of a dependent
- Reduction of a dependent's hours
- Termination of your or your dependents' COBRA coverage
- Loss of employer's contribution to spouse's coverage
- Moving from a client paid site to a non-client paid site
- Your loss of other coverage
- You, your spouse, or your dependent gaining other coverage
- Marriage, birth or adoption, other

Within 60 days:

- Divorce or legal separation
- Your spouse or dependent losing other coverage

If I've had a Qualifying Life Event, can I just call and enroll? No. You must apply to your Local Benefits Representative within 31/60 days of the event. Your Local Benefits Representative will require you to submit proof of the event (for example, a marriage certificate, birth record, etc.). If approved, your Local Benefits Representative will provide you with the required forms and instructions on how to enroll.

When does coverage begin? Your coverage begins (is effective) on the first day of a payroll period in which a deduction occurs.

When does coverage end? Your coverage, and all benefits under the Plans, will end when one of these things happen:

1. the required premiums are not paid,
2. you are no longer an eligible employee or no longer work for the company,
3. you enter an Armed Service on full-time active duty, or
4. the policy terminates.

If you are eligible for or enrolled in a client determined medical plan, you can no longer be enrolled in this Medical plan, the Vision Care plan, or the Dental plan. You may enroll in, or continue coverage in, only the Short Term Disability and/or Term Life plans.

If you do not have a payroll deduction, you may be able to continue your coverage in the Plans. See the topic in this section titled "Missed Premium Payments." If your coverage does end, you may be able to continue the Medical, Dental, and Vision Plans. See the topics titled "COBRA – Extended Coverage" and "Extended Coverage – Other than COBRA" in this section.

When does coverage begin and end for my family? It begins with yours if you signed them up with you. If you signed them up later, it begins when it's approved and premiums have been paid. It ends when yours does or when they are no longer eligible. If you have a baby while you have the Medical Coverage, the child is covered for injury and sickness for the first 31 days. A newborn's coverage includes necessary care and treatment of congenital defects, birth abnormality, and prematurity as well as routine care. You must contact your Local Benefits Representative, request the appropriate forms, complete them, and return them to your Local Benefits Representative within 31 days of the birth. You will need to show proof of the child's birth and pay the correct premium. If you do not apply within the 31 days, your child may not be approved for continued coverage. A minor child who comes under your care and control while this coverage is in force is covered for injury and sickness provided you file a petition to adopt. The child will be covered from the date of placement in your home if you apply for coverage and pay any required premium within 31 days after the date of placement. However, coverage shall begin at the moment of birth if the petition for adoption, application for coverage and payment of premium occurs within 31 days after the child's birth.

If I don't use my insurance benefits during the year can I get a refund? No. You will not get a refund for premiums that have already been paid just because you did not have a claim. You purchase insurance to protect you and your family from the possibility of unexpected events (for example, a death, injury, etc.). Whether or not you used the insurance, it was there if you had needed it.

IHPA - Newborns' and Mothers' Health Protection Act

What are the special rights for childbirth under NMHPA? Group health plans and health insurers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). **This Act does not change the benefit limits or Deductibles of the Plan.**

Women's Health and Cancer Rights Act - Important Mastectomy Notice

What are the rights for reconstructive surgery after a mastectomy? Effective October 21, 1998, Congress enacted the Women's Health and Cancer Rights Act. The Act stipulates that any health plan that provides medical benefits for a mastectomy must also provide coverage for breast reconstruction if the Covered Person chooses to receive it. Specifically, any patient who is covered for mastectomy is also covered for reconstruction of the breast on which the mastectomy was performed, reconstruction of the other breast to achieve symmetry, and prostheses and physical complications of all stages of mastectomy including lymphedema. **This Act does not change the benefit limits or Deductibles of the Plan.**

Limits on Coverage – Preexisting Conditions

What about any preexisting conditions that I may have? The Medical Plan will not cover any condition (regardless of the cause of the condition) for which medical advice, diagnosis, care, or treatment was received within the six-month period prior to your enrollment date in the Voluntary Benefits Plan. This exclusion from coverage applies for the six month period beginning on the enrollment date or, if upon late enrollment, on the first date you (or your dependent) become covered under a Medical Plan. For more information on preexisting conditions, see the topic, "Exclusions and Limitations" in the Medical Coverage Section. You may be able to reduce this waiting period by submitting a Certificate of Creditable Health Coverage (see question at the bottom of this page).

Do these preexisting conditions limitations apply to all the Plans? No. They only apply to the Medical Plan.

How are preexisting conditions discovered? There are some conditions that are chronic (meaning that long term treatment is normal). Some examples include diabetes mellitus, hypo- or hypertension, arthritis, etc. If you have had treatment for this type of condition within the first year of your coverage, it will most likely be investigated. Also, if your treatment is close to the effective date of your coverage, an investigation will be conducted if prior treatment was received before your coverage effective date.

How is a preexisting condition investigated? First, you will be sent a Preexisting Claim Form that asks for a list of providers (doctors, pharmacies, etc.) from whom you have received services prior to your coverage effective date. When we receive your completed Preexisting Claim Form, the providers you listed will be asked to provide office records to rule out any preexisting conditions.

How long will an investigation take and can I help speed it up? The investigation will be completed as soon as all of the providers have responded to us. Occasionally, there are delays in the process because information is needed from so many people. You can help keep things moving by filling out the Preexisting Claim Form completely, both the front and back, signing and dating it, and sending it back right away. We need your providers' full names, addresses, and telephone numbers (with area codes). If any of this is left out, it will take longer. Also, you can ask your providers to quickly answer our requests for information.

What if I have a Certificate of Creditable Health Coverage? You or your dependent may be able to reduce this preexisting condition limitation period if you had other acceptable health coverage, such as through another employer, an individual policy, or Medicare, immediately prior to enrolling in the Voluntary Benefits Plan. Either the plan or the insurer that provided your previous coverage should have given you a certificate stating that you had coverage and specifying the period of coverage. You will receive credit under this Plan for that prior coverage. This credit, determined by SRC on behalf of the insurance carrier, reduces the preexisting condition exclusion period described in the previous question by one day for each day of coverage you had under the previous plan, as reflected on the certificate. To receive this credit for that prior acceptable coverage, you must not have had a break in coverage (that is, a period without coverage) of 63 consecutive days or more. You will not get credit for any coverage you had before any 63-day break in coverage. If you disagree with the determination on your creditable coverage, you should follow the same procedure as for the appeal of a denied claim (see "Filing a Claim" in the Medical Coverage section).

If you had prior coverage for which you think you should have received a certificate but did not, or you were given a certificate but lost it, you may ask the former plan or insurer to provide you with a certificate or replacement certificate. If you need help obtaining a certificate, your Local Benefits Representative will help. If you cannot obtain a certificate, your Local Benefits Representative will otherwise help you show proof of prior coverage.

Payroll Deductions

How do I pay for coverage? When you call the SRC Benefits Line to sign up for coverage, you authorize your employer to automatically take the premiums (the payments for the insurance) out of your paycheck. This is called "payroll deduction."

When do payroll deductions start? If you enroll during the annual Open Enrollment period, your first deduction will be taken as soon as possible in January 2006.

What if I don't work that week? Your deductions should start when you return to work.

What if I'm hired after the annual Open Enrollment period? If you are actively working, your deductions should start within two to three weeks after you enroll by phone.

What if my payroll deductions don't start? If you have been active on the payroll, have earned enough to cover the cost of your deductions, and it has been at least 30 days since you enrolled, you should contact your Local Benefits Representative to see why the deductions have not started.

How will I know if my deductions and coverages are correct? To make sure you are properly enrolled, you are responsible for checking your paycheck stub each pay period to ensure that all of the proper deductions have been taken from your paycheck. Your pay stub will itemize each coverage that was deducted from your paycheck. If you find an error, you should contact your Local Benefits Representative immediately.

Will premiums be "double-deducted" from my pay to make up for the weeks that I do not work? No. Premiums will be deducted only for the weeks that you work.

Missed Premium Payments

What if my premium isn't deducted from my paycheck? If all or some of a payroll deduction is missed because you did not work or earn enough to cover the premium for the coverages you elected, you can ensure your continued coverage by sending the "missed premium" payment to Strategic Resource Company, the claims administrator for the Voluntary Benefits Plan.

If I am out of work when my first payroll deduction should have occurred, can I send in a missed premium? No. Missed premium payments can only be submitted if you have had at least one payroll deduction.

How long do I have to make up a missed premium? You must mail your check within 45 days from the pay period ending date from which the deduction would have been taken from your pay. Full payment must be made for all premiums missed during this same 45-day period.

Can I only pay part of a missed premium? No. You must pay the full amount for all coverages you are enrolled in during that pay period.

Will my insurance be canceled if I don't make up a missed premium? No. Your coverage will not be canceled. But, no claims will be paid for losses or covered expenses that occur during periods of missed premiums.

How do I make up a missed premium payment? Follow these simple instructions:

- Make a copy of the sample Missed Premium Payment Form, found at the end of this booklet, and fill it out.
- Make your personal check, cashier's check, or money order, payable to SRC/Aetna.
- Send payment with the completed Missed Premium Payment Form to:

Strategic Resource Company
Missed Premium Department
PO Box 23759
Columbia, SC 29224-3759

If I am not eligible or leave the company, can I continue to make missed premium payments? No. You cannot send missed premium payments to Strategic Resource Company if you are no longer eligible (see "Eligible Employees" inside the front cover under "Facts About the Voluntary Benefits Plan"). But, there may be other kinds of continued coverage available. See the following topics.

COBRA - Extended Coverage

Continuation Coverage Rights under COBRA

This notice is being provided to you because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Description of Coverage or contact the Claims Administrator.

What is COBRA Continuation Coverage? COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event". Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary". You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

IMPORTANT NOTICE FOR YOU AND YOUR DEPENDENTS

Each person who was covered at the time coverage ends has his or her own right to elect COBRA and/or any other state continuation or conversion rights. This means that your dependents may elect such coverage even if you decide not to. So, if you have enrolled your eligible spouse or dependents, please share this information with them. If you would like additional copies of this Description of Coverage booklet to share with your spouse or dependents, please contact the Claims Administrator at 1-888-772-9682.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happen:

- your hours of employment are reduced, or
- your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happen:

- your spouse dies;
- your spouse's hours of employment are reduced;
- your spouse's employment ends for any reason other than his or her gross misconduct;
- your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- you become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- the parent-employee dies;
- the parent-employee's hours of employment are reduced;
- the parent-employee's employment ends for any reason other than his or her gross misconduct;
- the parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- the parents become divorced or legally separated; or
- the child stops being eligible for coverage under the plan as a "dependent child".

When is COBRA Coverage Available? The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Claims Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Claims Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events. For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Claims Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Claims Administrator as identified on the inside front cover of this booklet.

How is COBRA Coverage Provided? Once the Claims Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of

Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage: If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Claims Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. If this is the case, a copy of the Social Security Administration's "determination of eligibility" must be sent to the Claims Administrator within 60 days of the determination and within the original 18 months of your COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage: If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

What if I have further questions? Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa (Addresses and phone numbers of Regional and District EBSA offices are available through EBSA's website.)

Keep Your Claims Administrator Informed of Address Changes

In order to protect your family's rights, you should keep the Claims Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Claims Administrator.

Plan Contact Information

Additional information about the plan and COBRA continuation coverage can be obtained on request from the Claims Administrator who is identified on the inside front cover of this booklet.

What coverages can be continued under COBRA Continuation Coverage? The COBRA continuation right only extends to Medical, Vision Care, and Dental insurance coverages, and only for those coverages that were offered under your employer's Plan.

Do some states provide COBRA continuation coverage? In certain circumstances, if you are entitled to COBRA, you may be able to extend the normal period of coverage, depending upon the laws of your state. Generally these circumstances might be present, if: your spouse is 55 or over at the time of your qualifying event; you have been providing insurance for your divorced spouse or other dependents; or, your employer has gone out of business and terminated your insurance. Because state laws change, these circumstances may change. For additional information, contact SRC at 1-888-772-9682.

What must I do to elect COBRA? When you lose or quit your job, the Claims Administrator will notify you of your right to elect COBRA. Within 60 days of that notification, you must notify the Claims Administrator, in writing, of your election. Do not send a payment with your election.

When and how much will I pay for COBRA continuation coverage? Once your election is received, you will be notified by mail of the amount of your first premium. Generally, you will pay the rate for active employees under the Plan plus a 2% administration fee. If the rate changes for active employees, your rate will change accordingly. The premium for the 11-month extension because of disability could be substantially higher than normal.

You will have 45 days from your election to make your initial premium payment. This first premium payment will retroactively cover the period from your Coverage Termination Date to the date of your election. After that, the regular monthly payments (shown on your election notice) are due by the first of each month. No bills or reminder notices are sent to you.

When does COBRA end? COBRA continuation coverage will end on the earliest of:

- the expiration of the maximum allowable term of 18, 29, or 36 months;
- the date the required premium is not paid when due;
- the date the group medical coverage is terminated for active employees;
- the date the person on COBRA coverage first becomes covered by another group health plan, without limitation as to any preexisting condition that affects coverage; or
- the date the person on COBRA coverage becomes entitled to Medicare benefits.

Who tells the Claims Administrator if I die? Your supervisor is generally responsible. However, because it is probable that your dependent will know of your death before your supervisor, we would urge your dependents to contact the Claims Administrator as soon as possible.

What if I am on extended sick leave when my employment ends? Under the federal Family and Medical Leave Act of 1993 (FMLA), you may be entitled to extended sick leave from your employment. You can still elect COBRA if your employment ends during your FMLA leave even

if you did not pay your Plan premium during that period. In such a case, you would not have to make up the missed premium for any time when you were on FMLA leave, but you would not be covered for any gaps in coverage.

Can I convert to another policy when my COBRA coverage ends? Yes, provided that your COBRA continuation coverage is ending because you have reached the end of your 18, 19, or 36 month period. For the 180 days before that expiration date, you have the option of converting to another medical policy. For a discussion of conversion, please see the topic, "Conversion of Your Medical Coverage," below.

What rights does a person on COBRA have at the time of the Plan's annual Open Enrollment? Such a person has the same rights at Open Enrollment as any other Covered Person under the Plan.

Extended Coverage - Other than COBRA

In some limited circumstances, and as governed by your state's law, you may be entitled to extended coverage if you lose your coverage and do not elect COBRA. At such time, you should contact the Claims Administrator to determine what rights, if any, you might have.

Conversion of Your Medical Coverage

When do I have a conversion privilege? If you are currently enrolled as a Member or a COBRA participant as of your coverage termination date, you may be eligible for a conversion privilege that would allow you to convert your Aetna Accident and Sickness medical coverage to a personal medical policy if you:

- have been covered under this Plan for at least three months (this provision may not apply in all states),
- were current in your premium payments, and
- are not eligible for or covered under any other group policy providing similar benefits or continuation thereof.

You may also be eligible to convert medical coverage on your dependents if they were covered under the program and they meet the eligibility criteria of the conversion policy.

Important Note: Aetna reserves all its rights for the design and content of the individual conversion policies to be issued in each jurisdiction. Aetna may decline to issue a conversion policy if it is applied for in a jurisdiction in which Aetna cannot or does not have the ability to deliver or issue an individual conversion policy. There are several states that do not require Aetna to issue a conversion policy. We may decline to issue a conversion policy in those states. Aetna may also decline to issue a conversion policy if on the date of conversion you are eligible or have benefits available under another group plan, statute, welfare plan, or program that, with the conversion policy would result in overinsurance or match benefits.

How do I convert my medical coverage? You must call the Customer Services number on your Member identification card within 31 days of the end of your coverage. When the representative answers your call, you should give the name of your employer and the fact that you were insured under an Aetna policy administered by SRC.

Will a conversion policy cost the same? No. The conversion policy will be substantially more expensive than your group policy premiums.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to the following rights and protections under the law.

Receive Information About The Plan and Benefits

As a participant in an ERISA covered Plan, you have the right to:

- Examine, without charge, at the Eligibility Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Sponsor, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Description of Coverage. The Sponsor may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Sponsor is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Sponsor to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Sponsor. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child

support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact either the Eligibility Administrator or the Claims Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Sponsor, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ERISA and Effect on Employment

No one may fire you or otherwise discriminate against you in order to prevent you from obtaining a welfare benefit you are entitled to under the Plan or exercising your rights under ERISA. However, nothing listed herein, or in any Plan document or insurance policy issued in connection with the Plan, shall be construed to say or imply that your participation in the Plan is a guarantee of your continued employment with your employer. Your employment status shall not be affected by your participation in the Plan or exercise of your rights under ERISA.

Summary Plan Description

The plan for which this Description of Coverage booklet is provided is known as the Aetna Affordable Health ChoicesSM insurance plans, herein referred to as the "Plan." It provides a summary of the major provisions and benefits of the Plan. It is also intended to tell you about the limitations and exclusions of the Plan. Because this booklet is only a summary, it has not been written with all of the technical words and legal phrases used in the official Plan documents. For full details about each of the insurance coverages, you may obtain a copy of the policy(ies) from your Eligibility Administrator. The official Plan documents remain the final authority and, in the event of a conflict with this booklet, shall govern in all cases.

Maintenance of Plan

The Plan is maintained by the Eligibility Administrator.

Employer Identification Number and Plan Number

The employer identification number (EIN) assigned by the Internal Revenue Service to the Plan Sponsor is identified on the inside front cover of this booklet. The Plan Number assigned by the Plan Sponsor is also identified on the inside front cover of this booklet.

Type of Welfare Plan

The Plan is a group life and health insurance plan.

Administration of Plan

The Plan is administered by the Claims and Eligibility Administrators through insurance contracts purchased from the insurance company(ies) listed on the inside front cover of this booklet. Certain ministerial functions are performed on behalf of the Plan by the insurance company(ies). These functions include, but are not limited to, administration and payment of claims, determination of your eligibility under the Plan, premium billing and policy and certificate issuance.

Plan Sponsor

The Plan Sponsor is identified on the inside front cover of this booklet.

Plan Administrator

The Plan is administered by the Eligibility and Claims Administrators identified on the inside front cover of this booklet.

The Plan Sponsor and Eligibility Administrator and other Plan fiduciaries have discretionary authority to interpret the terms of the Plan and to determine your eligibility for and entitlement to benefits in accordance with the Plan. With respect to making benefit decisions, the Plan Sponsor has delegated sole discretionary authority to the insurance company(ies) listed on the inside front cover of this booklet to determine your eligibility for and entitlement to benefits under the Plan and to interpret the terms and provisions of any insurance policy issued in connection with the Plan.

Agent for Service of Legal Process

The person designated as agent for service of legal process upon the Plan is the Plan Sponsor. In addition, service of process may be made upon the Eligibility and Claims Administrators.

Eligibility and Benefits

The Plan's requirements respecting eligibility for participation, the conditions pertaining to eligibility to receive benefits and a description or summary of the benefits are listed in this booklet.

Circumstances Which May Affect Benefits

Circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture or suspension of any benefits are listed in this booklet. The Eligibility Administrator and Plan Sponsor reserve the right to modify, amend, or terminate the Plan in whole or in part. Such right may be exercised at any time and at the Eligibility Administrator's or Plan Sponsor's sole discretion.

Right of Recovery Due to Benefit Overpayment

If, for any reason, a benefit is paid under the Plan which is larger than the amount allowed in accordance with the Plan, the Plan reserves the right to recover the excess amount from the person or agency that received such overpayment.

Sources of Plan Contributions

Contributions to the Plan may be made by the employee.

Medium for Providing Benefits

Benefits under the Plan are provided in accordance with the provisions of the Group Insurance Policy Number is identified on the inside front cover of this booklet and are issued by the insurance company(ies) listed on the inside front cover of this booklet.

Date of End of Plan's Fiscal Year

Date of the end of each year for purposes of maintaining the Plan's fiscal records is identified on the inside front cover of this booklet.

Qualified Domestic Relations Orders and Qualified Medical Child Support Orders

The employee or the beneficiary may obtain from the Eligibility Administrator, at no cost to the employee, a copy of the procedures which govern Qualified Domestic Relations Orders (QDRO's) and Qualified Medical Child Support Orders (QMSCO's).

Claim Procedures

Presenting Claims for Benefits: Claim forms are included in this booklet or may be obtained from the employer. Notice of claim requirements are listed in this booklet.

Claims Denial Procedure: Any denial of a claim for benefits will be provided by the insurance company and consist of a written explanation which will include:

- The specific reasons for the denial;
- Reference to the pertinent plan provisions upon which the denial is based;
- A description of any additional information you might be required to provide and explanation of why it is needed; and
- An explanation of the Plan's claim review procedure.

You, your beneficiary (when an appropriate claimant), or a duly authorized representative may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the insurance company. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed, and comments and issues outlining the basis of the appeal may be submitted in writing. You may have representation throughout the review procedure. A request for a review must be filed by 180 days after receipt of the written notice of denial of a claim. The full and fair review will be held and a decision rendered by the insurance company no longer than 60 days (45 days for life or short term disability claims) after receipt of the request for the review.

In the case of a claim involving urgent care, you will be notified of the Plan's benefit determination on review as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of your request of an adverse benefit determination by the Plan. A claim involving urgent care is any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations: (a) could seriously jeopardize the life or health of the claimant to regain maximum function, or (b) in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

If there are special circumstances, the decision will be made as soon as possible, but not later than 120 days (90 days for life or short term disability claims) after receipt of the request for the review. If such an extension of time is needed, you will be notified in writing prior to the beginning of the time extension period. The decision after your review will be in writing and will include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based.

Conformity with the Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform thereto. Nothing in this Plan is intended to replace or affect any requirements for coverage by Workers' Compensation insurance.

Plan Termination and Amendment

The Plan Sponsor intends to continue the Plan but reserves the right at any time, at its discretion, to terminate the Plan, to modify the Plan, to provide different cost-sharing between the Company and participants, or to amend the Plan in any respect. In the event the Plan is terminated, any assets held in trust for the Plan will be used to provide welfare benefits for employees of the Plan Sponsor or a successor, or they will be used in other ways not prohibited by Internal Revenue Service regulations.

Strategic Resource Company (SRC)

Strategic Resource Company (SRC), an Aetna company, is a Third Party Administrator who provides record keeping and claims paying services for the insurance company(ies) listed on the inside front cover of this booklet who underwrite the insurance contract(s) within the Plan.

Plan Funding

Benefits will be provided on a fully-insured basis through insurance contracts issued by the insurance company(ies) listed on the inside front cover of this booklet directly to the Plan Sponsor. Participants are responsible for all required premiums, less any employer contribution. The insurance company(ies) listed on the inside front cover of this booklet provide certain policyholder and claims processing through the Third Party Administrator (see above).

Muy Importante para Empleados Hispanohablantes: Important Notice for Spanish-Speaking Employees

Este folleto contiene un resumen en inglés de los derechos y beneficios que le corresponden bajo el plan de seguro de grupo creado y mantenido por su empresa. Si tiene dudas en relación a la información contenida en este folleto, usted puede escribir al Administrador del Plan para obtener ayuda. La dirección del Administrador del Plan se encuentra en la cubierta interior de este folleto.

MEDICAL

General Information

If you enrolled in the Medical Insurance, you are eligible for several important benefits that are described in this section. It combines a limited major medical insurance policy with a discounted "PPO network" of doctors and hospitals. The network is administered by Aetna and is accessed through Customer Service at 1-888-772-9682 or via the DocFind[®] online provider directory at www.aetna.com/docfind/custom/aahc.

Is there any coordination of benefits? The Plan does not coordinate benefits with any other coverage that you might have. That means we will not reduce your benefit because you have other coverage that pays you for the same expenses. If you have coverage from another source, that other coverage could reduce their benefits based on what this Plan pays you. An example would be Medicare or Medicaid. The rules of these programs require that your benefits under those plans be reduced by the amount of benefits you would receive under this Plan.

IMPORTANT MESSAGE: GETTING THE MOST OUT OF YOUR MEDICAL BENEFITS:

Your Plan is especially designed to save you money and make your benefit dollars stretch farther by giving you access to the Aetna's national PPO network. In many cases, in addition to the discounts, your Plan will pay more benefits by using in network doctors and hospitals. But, you can only locate the participating doctors and hospitals by calling Customer Service at 1-888-772-9682 or logging on to the DocFind[®] online provider directory at www.aetna.com/docfind/custom/aahc.

PPO Network Information

What is a PPO Network? PPO stands for "Preferred Provider Organization." Simply, it means a group that has entered into agreements with medical providers to form a "network." The medical providers agree to charge members, such as you, reduced fees on most of their services. Sometimes a PPO will join with other PPOs (affiliates) so that their members can have access to the other PPOs' medical providers in other areas of the country. We will use the term "in network" to mean that a medical provider is a member or affiliate of Aetna's network of participating providers.

How can I locate a Network Provider in my area? If you decide that you need to see a doctor, DocFind[®] will provide a list of participating providers in your area. Because they will be in network providers, they will typically charge you less. This will help you stretch your health benefit dollars. See the heading "DocFind[®]" below.

What if there isn't an in network health care provider where I live? If you live in an area that doesn't have an in network health care provider, you will receive in network benefits for eligible expenses. An exception to this is in the case of outpatient doctors' office visits where no Copay will be applied and you will receive benefits based on the applicable in network Deductible and co-insurance amounts. Please note that if you travel to an area that has an in network health care provider but use an out of network health care provider, you will not be eligible for in network benefits.

Can I use my own doctor? Yes. If your doctor is in network, you can use your doctor and enjoy the maximum value out of your Medical Coverage. If your doctor is not a member of the network and you live in an area in which an in network provider is available, you will have higher Deductibles and out-of-pocket expenses. DocFind[®] will help you determine if your doctor is in network and what that means to you.

Can my doctor become a member of the network? Probably. Call toll-free 1-888-772-9682 for information. It is not automatic and it may take several months before you know if your doctor is going to be in the network. If the provider meets Aetna's requirements, a package of contracting information will be sent to your provider. It will then be up to your doctor to decide whether or not to participate.

What if I have a life-threatening Medical Emergency and use an out of network provider? You must call SRC within 2 business days of Medical emergency treatment so that your claim for the Covered Expenses will be treated as if presented by an in network provider. Call Customer Service Monday through Friday between 8 a.m. and 8 p.m. ET, at 1-888-772-9682.

If I'm in the hospital, what if some of my providers are out of network? You will receive in network rates only from in network providers. If any of the providers (such as the radiologist, anesthesiologist, etc.) are not in network, you will be charged out of network fees for their services. It is therefore important for you or a family member to request that all your providers be in network. Remember that you can use DocFind to find out if a provider is a member of the network.

DocFind[®] Online Provider Directory

What is DocFind[®]? DocFind[®] is our online provider directory that makes it easy to find the doctor that's right for you. DocFind is available to you 24 hours a day, seven days a week, even before you become an Aetna member. Simply log on to www.aetna.com/docfind/custom/aahc and follow the on-screen instructions. DocFind is updated three times a week, giving you the most up-to-date information available on health care providers in our network. To help you find the right provider for you, customize your search using the following categories:

- Name;
- Location;
- Specialty;
- Hospital affiliation;
- Gender; and
- Languages spoken.

You can also get maps and driving directions to the provider's office, and print a user-friendly version of your search results. To find a preferred provider, visit our DocFind online directory at www.aetna.com/docfind/custom/aahc, or call 1-888-772-9682. For Spanish-speaking insureds, click on the "Version en español" button at the top of the DocFind home page to switch to a Spanish version.

Outpatient Benefits

What is the benefit for outpatient visits to a doctor's office? The Plan pays the following benefits for up to a maximum of 10 visits per coverage year, in or out of network. For each visit to an in network doctor's office the Plan pays 100% of the doctor's discounted fee or Recognized Charge. If you visit an out of network doctor's office (when an in network doctor is available), you are responsible for the first \$25 of doctor's charge. After this \$25 Base Deductible, the Plan pays 75% of the balance of the doctor's Recognized Charge for the visit. Other charges that you may incur during the office visit, such as lab fees, x-rays, etc., are not covered by this benefit.

Are outpatient lab work and x-rays covered? Yes. The Plan provides a separate benefit for outpatient services like diagnostic laboratory work, x-ray procedures, and outpatient services. However, if these services are incurred as part of an emergency room visit, they are not covered under this benefit. See "What if I use an emergency room?" below.

What are the benefits for these covered outpatient services? The Plan pays the following benefits for up to 10 outpatient services per coverage year, in or out of network, with a maximum benefit of \$1,000 per coverage year. For each in network outpatient service, you must pay the first \$15 of the provider's fee. After this \$15 copay, the Plan pays the balance of the provider's discounted fee or Recognized Charge. If you receive out of network outpatient services (when an in network provider is available), you are responsible for the first \$25 of the provider's charge for each service. After this \$25 Base Deductible, the Plan pays 75% of the balance of the provider's Recognized Charge for the service.

What if I need an ambulance? The Plan pays the following benefits for ambulance services up to a maximum benefit of \$250 per coverage year. If you use an ambulance, you are responsible for the first \$25 of the service's charge. After this \$25 Base Deductible, the Plan pays 75% of the balance of the service's Recognized Charge for the ambulance. There are no network requirements for this benefit.

What if I use an emergency room? The Plan pays the following benefits for up to a maximum of 3 visits to an emergency room per coverage year, in or out of network. For each visit to an in network hospital emergency room, you must pay the first \$50 of the fee. After this \$50 copay, the Plan pays the balance of the discounted fee or Recognized Charge up to a maximum benefit of \$100 per emergency room visit. If you visit an out of network hospital emergency room (when an in network provider is available), you are responsible for the first \$75 of the emergency room's charge. After this \$75 Base Deductible, the Plan pays the balance of the recognized charge up to a maximum benefit of \$75 per emergency room visit.

Can I see a Chiropractor? Yes. Chiropractic visits are covered. However, other services, such as chiropractic adjustments, are not covered under the Plan and there is no benefit for these types of services.

Is there a separate benefit for outpatient prescription drugs? Yes. See the topic, "Prescription Drugs," in this section.

Does the Plan cover outpatient expenses that are not specifically described in the benefits? No. The Plan only covers the types of services that are described and categorized as doctors' office or emergency room visits, outpatient diagnostic or surgical services, or outpatient prescription drug purchases. Other services, such as injections, chiropractic adjustments, and durable medical equipment, are not covered under the Plan and there is no benefit for these types of services.

Wellness Care Benefits

What is the Wellness Care Coverage? The Plan pays up to \$150 per Coverage Year for wellness care in or out of network. When you receive Wellness Care from an in network provider, the Plan pays the balance of the provider's discounted fee or Recognized Charge, subject to the Coverage Year maximum. If you get wellness care from an out of network provider (when an in network provider is available), you must pay the first \$25 of the provider's fee. After this \$25 Base Deductible the Plan pays 50% of the provider's Recognized Charge, subject to the Coverage Year maximum.

What is Wellness Care? Wellness care is medical examinations and procedures that are preventative in nature and not for the treatment of an Accident or Sickness.

Inpatient Benefits

What is the Hospital Inpatient Medical Coverage? The Plan provides a Hospital Inpatient Income benefit. This benefit pays \$400 per day in network (\$300 per day for out of network) while you are confined to the hospital as an inpatient, up to a 15-day maximum benefit per period of confinement. Admissions to the hospital for the same cause that occur within 90 days of each other will be considered part of the same period of confinement.

The Plan will pay an additional \$400 per day in network (\$300 per day for out of network), up to the 15-day maximum benefit, while you are confined in an Intensive Care Unit.

Are there any restrictions on the number of hospital days that can be covered for childbirth admissions? The Plan does not restrict your doctor in authorizing the length of stay that is appropriate. The benefits payable under the Plan for childbirth are subject to the same maximums and limits that would apply with respect to eligible charges for any other covered loss. See "NMHPA - Newborns' and Mothers' Health Protection Act" in the General Information section of this booklet.

Does the medical plan cover hospital confinement for reconstructive surgery following a mastectomy? Yes. A Covered Person who has a mastectomy is covered by the Plan for a hospital confinement for reconstructive surgery. Benefits for this confinement are subject to the same maximums and limits that would apply with respect to a hospital confinement due to any other covered loss. See "Women's Health and Cancer Act - Important Mastectomy Notice" in the General Information section of this booklet.

Prescription Drugs

What benefits are there for prescription drugs? You will get a Prescription Drug Card with the Medical Plan that gives you access to your prescription drug benefits at participating pharmacies. The Medical Plan pays up to \$50 a month for covered prescribed drugs purchased in or out of network and provides you with discounts of up to 20% on prescriptions. Unused monthly benefits do not carry forward to the next month.

What prescriptions are covered under the Plan? Drugs prescribed by your doctor for the treatment of an illness or Injury that is covered under the Plan will be covered.

When are prescriptions not covered under the Plan? Prescription drugs that do not treat an illness or Injury, are not covered under the Plan. Also, if a drug is prescribed to treat a condition that is excluded (not covered) under the Plan, the prescription will not be covered.

When can I start using my Prescription Drug Card? Your prescription drug card benefits begin the same day as your other medical coverage benefits. However, it may take a few weeks for your prescription drug card to be activated. Call 1-888-772-9682 to check on participating pharmacies and to see if your card is active before purchasing your prescription. If you need to purchase a prescription before your card is activated, you will have to (1) pay the full, undiscounted price; (2) call SRC at 1-800-617-4015 for a claim form; and (3) file a claim with the Aetna Pharmacy Management. Do not file your prescription drug claims with SRC.

How does the Prescription Drug Card work after it has been activated? Most pharmacies participate in this program, but you should check with the pharmacy before you make your purchase or call the Aetna Pharmacy Management at 1-888-772-9682 for providers in your area. For participating pharmacies, you must present your card and pay the initial \$10 for generic drugs or \$20 for brand name drugs. The Medical Plan pays the balance of the discounted or recognized charges, subject to the monthly maximum benefit. There is no deductible for prescription drug expenses. You will not have to file a claim on in network purchases made at participating pharmacies. The pharmacist will tell you exactly what to pay.

If I have an existing prescription, will it be covered under the Plan? Once your coverage is effective, prescription drugs, covered under the Plan, may be refilled from a participating pharmacy. If your current pharmacy does not participate in the Aetna Pharmacy Management program, and you wish to take advantage of the copays and discounts, you should ask your doctor to write you a new prescription that you can then have filled at a participating pharmacy.

Are there other ways that I can lower the cost of my prescriptions? Yes. You may call Aetna Pharmacy Management at 1-888-772-9682 to identify many commonly prescribed drugs that have been shown to be effective, but are less expensive than others that might be prescribed.

What if I use a non-participating pharmacy? You must pay the full price up front. Then you must call the Aetna Pharmacy Management at 1-888-772-9682 and request a claim form. File the claim with the Aetna Pharmacy Management. You will be reimbursed 50% of the recognized charges up to the \$50 per month maximum (for in or out of network purchases). Do not file your prescription drug claims with SRC.

What if I have a prescription from my dentist? The Medical Plan covers only medical prescriptions unless they are a part of dental treatment due to a covered accident.

Informed Health® Line

What is Aetna's Informed Health Line? Aetna's Informed Health Line gives you and your family access to registered nurses 24 hours a day, seven days a week. This toll-free line connects you to a team of nurses experienced in providing information on a variety of health topics. Informed Health Line nurses use the Healthwise® Knowledgebase, one of the most advanced health databases, to provide information about health issues, medical procedures and treatment options, and help you and your family communicate more effectively with your doctors. The toll-free Informed Health Line number is **1-800-556-1555**.

You can also choose to listen to certain health topics of interest through Aetna's new audio health library, which is available in English and Spanish.

Informed Health Line nurses cannot diagnose, prescribe or give medical advice. Contact your physician first with any questions or concerns regarding your health care needs. The Informed Health Line service is provided by Informed Health, Inc., under agreement with your health plan. Informed Health® is a registered trademark of Aetna Inc. Not all topics discussed within the audio health service are covered expenses under your individual insurance plan.

Vision One® Discount Program

What is the Vision One discount program? The Vision One discount program helps you and your family save on many eye care products, including eyeglasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories. You can start using the Vision One discount program as soon as your coverage begins. Vision One is a discount-only program, it is not insurance. Because of this, you receive the discount at the point of sale; the program has no claim forms to fill out and there's no waiting for reimbursements. This program is in addition to any vision care benefit(s) you may have through the Plan.

How does Vision One discount program work? To use the Vision One discount program:

- **Step 1: Find the location nearest you.**
 - > Log on to the DocFind® online provider directory at www.aetna.com/docfind/custom/aahc, and select 'Vision One'; or
 - > Call Vision One Customer Service at 1-800-793-8616 to find a participating provider near you.

▪ **Step 2: Schedule an eye exam.**

> Covered eye exams are available from participating Vision One providers.

Please Note: Your out-of-pocket expenses could be lower if you use the separate \$25 eye exam benefit described above. Please compare the option of using the Eye Exam Benefit (including the exclusions and limitations) versus the Vision One benefit for the exam.

▪ **Step 3: Save!**

> Choose from hundreds of fashionable frames and the latest in lens technology. Simply show your ID Card and any applicable services or products you receive will be discounted right at the point of purchase. There are no claim forms to complete and no waiting for reimbursement.

What is the Vision One Contact Lens Replacement Program? After you purchase your first pair of contact lenses at a Vision One or other eye care location, you can receive additional pairs in two ways:

- Have your prescription refilled at a participating Vision One location and receive a 20% discount (10% on disposables) off retail prices.
- Order replacement contact lenses through the mail. You'll receive the same brand-name lenses your doctor prescribed, but generally at a lower cost. Call 1-800-391-LENS (5367) for more information.

How can I save on LASIK surgery? You and each member of your family can receive up to a 25% discount off the provider's Recognized Charge for LASIK surgery through the NuVision LASIK Network. This discounted price includes patient education, an initial screening, the LASIK procedure and follow-up care. Best of all, the initial consultation is always free, even if you elect not to proceed with the surgery.

- Schedule a free evaluation with a participating LASIK surgeon in your area. Our LASIK information specialists are ready to answer your questions, review the doctors available in your area and schedule a consultation with the doctor you choose. Call LASIK Customer Service at 1-800-422-6600.
- At your initial visit, present your Aetna ID card and indicate that you are eligible for the Vision One program.
- Schedule a surgery date with your provider, and call LASIK Customer Service (at the number above) to make payment arrangements. You may pay for LASIK surgery with a check, credit card or may qualify for our convenient financing plan.

Here are the savings you can expect for LASIK surgery, based on your choice of surgeon:

LASIK SURGERY SAVINGS

Surgeon's Lowest Advertised Price	Savings (per eye)
Up to \$1,100	\$75
\$1,101 to \$1,300	\$125
1,301 to \$1,500	\$200
\$1,501 to \$1,800	\$250
\$1,801 to \$2,000	\$350
\$2,001 to \$2,200	\$400
Over \$2,200	\$550

PRODUCT OR SERVICE	DISCOUNTED FEE*
Eye Exams under the Vision One discount plan	
For eyeglasses	\$38.00
For standard contact lenses	\$78.00
For specialty contact lenses (i.e. Toric, Bifocal, Gas Permeable)	\$10.00 off standard fee
Lenses per Pair (uncoated plastic)	
Single Vision	\$30.00
Bifocal	\$49.00
Trifocal	\$59.00
Standard Progressive	40% off retail
Eyeglass Frames (retail prices)	
Up to \$60.99	\$24.00
\$61.00 to \$80.99	\$34.00
\$81.00 to 100.99	\$44.00
\$101.00 and up	40% off retail
Lens Options per Pair (add to lens price above)	
Polycarbonate (includes UV coating and scratch-resistant coating)	\$30.00
Scratch-resistant coating	\$12.00
Ultraviolet (UV) coating	\$12.00
Solid or gradient tint	\$8.00
Glass	\$15.00
Photochromic glass	\$34.00
Anti-reflective coating	\$35.00

* Discounted fees on eye care services and eyewear products through Vision One participating providers. See Vision One Member Handbook, Compensation Schedule, 1/1/04. Prices are subject to change.

Medical Plan Exclusions and Limitations

Coverage is not provided for the following charges:

- Those for services and supplies not necessary, as determined by Aetna, for the diagnosis, care, or treatment of the disease or injury involved. This applies even if they are prescribed, recommended, or approved by the person's attending physician or dentist.
- Those for care, treatment, services, or supplies that are not prescribed, recommended, or approved by the person's attending physician or dentist.
- Those for or in connection with services or supplies that are, as determined by Aetna, to be experimental or investigational. A drug, a device, a procedure, or treatment will be determined to be experimental or investigational if:
 - > There are insufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved;
 - > If required by the FDA, approval has not been granted for marketing;
 - > A recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational, or for research purposes; or
 - > The written protocol or protocols used by the treating facility, or the protocol or protocols of any other facility studying substantially the same drug, device, procedure, or treatment, or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure, or treatment states that it is experimental, investigational, or for research purposes.

However, this exclusion will not apply with respect to services or supplies (other than drugs) received in connection with a disease; if Aetna determines that:

- > The disease can be expected to cause death within one year, in the absence of effective treatment; and
- > The care or treatment is effective for that disease or shows promise of being effective for that disease as demonstrated by scientific data. In making this determination Aetna will take into account the results of a review by a panel of independent medical professionals. They will be selected by Aetna. This panel will include professionals who treat the type of disease involved.

Also, this exclusion will not apply with respect to drugs that:

- > Have been granted treatment investigational new drug (IND) or Group C/treatment IND status; or
- > Are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute.

If Aetna determines that available scientific evidence demonstrates that the drug is effective or shows promise of being effective for the disease.

- Those made by a physician, hospital or treatment facility for the inpatient or outpatient treatment of alcoholism, drug abuse and mental disorders.
- Those for inpatient private duty nursing.
- Those made to treat an injury sustained while the covered person was legally intoxicated or under the influence of alcohol as defined by the jurisdiction in which the injury occurred.
- Those made to treat an injury sustained while the covered person was voluntarily using any drug, narcotic or controlled substance unless as prescribed by a physician.
- Those made to treat an illness or injury sustained while flying as a pilot or crew member of any aircraft for travel or flight. This includes boarding or alighting in any vehicle or device while being used for any test or experimental purposes or while being operated by, for, or under; the direction of any military authority other than the Military Airlift Command of the United States or similar air transport service of any other country.
- Those made by a hospital or treatment facility owned or run by the U.S. government unless a charge is made for such services in the absence of insurance.
- Those made by a hospital which does not unconditionally require payment (this does not apply to charges billed by Veterans Administration Hospitals).
- Those made by a physician for non-surgical medical treatment given to a covered person while confined as an inpatient in a hospital, treatment facility, rehabilitation facility, convalescent facility, skilled nursing facility, or hospice facility. This includes consultation services given to a covered person while confined as an inpatient in such facility. A "consultation" is an exam of the covered person; a review of his or her x-ray and lab exams; a review of the covered person's medical history; and a written report by the consulting physician if the attending physician requests one.
- Those made for outpatient services and supplies that are not deemed to be physician office visits; emergency room visits; diagnostic and surgical services; or prescription drugs and medicines.
- Those made for:
 - > Manipulative (adjustive) treatment; or
 - > Other physical treatment;...of any condition caused by or related to biomechanical or nerve conduction disorders of the spine.
- Those made for prescription drugs and medicines prescribed by a physician on an inpatient and/or outpatient basis.
- Those for or related to services, treatment, education testing, or training related to learning disabilities or developmental delays.

- Those for care furnished mainly to provide a surrounding free from exposure that can worsen the person's disease or injury.
- Those for or related to the following types of treatment: primal therapy; rolfing; psychodrama; megavitamin therapy; bioenergetic therapy; vision perception training; or carbon dioxide therapy.
- Those for treatment of covered health care providers who specialize in the mental health care field and who receive treatment as a part of their training in that field.
- Those for services of a resident physician or intern rendered in that capacity.
- Those that are made only because there is health coverage.
- Those that a covered person is not legally obliged to pay.
- Those, as determined by Aetna, to be for custodial care.
- To the extent allowed by the law of the jurisdiction where the group contract is delivered, those for services and supplies:
 - > Furnished, paid for, or for which benefits are provided or required by reason of the past or present service of any person in the armed forces of a government.
 - > Furnished, paid for, or for which benefits are provided or required under any law of a government. (This exclusion will not apply to "no fault" auto insurance if it: is required by law; is provided on other than a group basis; and is included in the definition of Other Plan in the section entitled Effect of Benefits Under Other Plans Not Including Medicare. In addition, this exclusion will not apply to: a plan established by government for its own employees or their dependents; or Medicaid.)
- Those for or related to any eye surgery mainly to correct refractive errors.
- Those for education, special education, or job training whether or not given in a facility that also provides medical or psychiatric treatment.
- Those for therapy, supplies, or counseling for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
- Those for any drugs or supplies used for the treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy, including but not limited to:
 - > Sildenafil citrate;
 - > Phentolamine;
 - > Apomorphine;
 - > Alprostadil; or
 - > Any other drug that is in a similar or identical class, has a similar or identical mode of action or exhibits similar or identical outcomes.
 This exclusion applies whether or not the drug is delivered in oral, injectable, or topical (including but not limited to gels, creams, ointments, and patches) forms, except to the extent coverage for such drugs or supplies is specifically provided in your Booklet-Certificate.
- Those for performance, athletic performance, or lifestyle enhancement drugs or supplies, except to the extent coverage for such drugs or supplies is specifically provided in your Booklet-Certificate.
- Those for or related to sex change surgery or to any treatment of gender identity disorders.
- Those for or related to artificial insemination, in vitro fertilization, or embryo transfer procedures, except to the extent coverage for such procedures is specifically provided in your Booklet-Certificate.
- Those for routine physical exams, routine vision exams, routine dental exams, routine hearing exams, immunizations, or other preventive services and supplies, except to the extent coverage for such exams, immunizations, services, or supplies is specifically provided in your Booklet-Certificate.
- Those for or in connection with marriage, family, child, career, social adjustment, pastoral, or financial counseling.
- Those for acupuncture therapy. Not excluded is acupuncture when it is performed by a physician as a form of anesthesia in connection with surgery that is covered under this Plan.
- Those for or in connection with speech therapy. This exclusion does not apply to charges for speech therapy that is expected to restore speech to a person who has lost existing speech function (the ability to express thoughts, speak words, and form sentences) as the result of a disease or injury.
- Those for plastic surgery, reconstructive surgery, cosmetic surgery, or other services and supplies which improve, alter, or enhance appearance, whether or not for psychological or emotional reasons; except to the extent needed to:
 - > Improve the function of a part of the body that:
 - Is not a tooth or structure that supports the teeth; and
 - Is malformed:
 - > As a result of a severe birth defect; including cleft lip, webbed fingers, or toes; or
 - > As a direct result of:
 - Disease; or
 - Surgery performed to treat a disease or injury.
 - > Repair an injury. Surgery must be performed:
 - In the calendar year of the accident which causes the injury; or
 - In the next calendar year.

Facings on molar crowns and pontics will always be considered cosmetic.

- Those to the extent they are not Recognized Charges, as determined by Aetna; except that this will not apply if the charge for a service or supply does not exceed the Recognized Charge for that service or supply by more than the amount or percentage specified in the Summary of Coverage as the Allowable Variation.
- Those for the reversal of a sterilization procedure.
- Those for a service or supply furnished by a Preferred Care Provider in excess of such provider's Negotiated Charge for that service or supply. This exclusion will not apply to any service or supply for which a benefit is provided under Medicare before the benefits of the group contract are paid.

Any exclusion above will not apply to the extent that coverage of the charges is required under any law that applies to the coverage.

These excluded charges will not be used when figuring benefits.

The law of the jurisdiction where a person lives when a claim occurs may prohibit some benefits. If so, they will not be paid.

What is a Preexisting Condition? A "preexisting condition" is an injury or disease for which a person received treatment or services; or took prescribed drugs or medicines during the 180 days right before the person's effective date of coverage (or, if the Plan requires you to serve a probationary period, the 180 days right before the first day of the probationary period).

During the first 365 days of a person's current period of coverage, no benefits are payable for any covered expenses incurred for the treatment of a preexisting condition; unless the person has been covered for 180 continuous days and has received no care, treatment, or advice for the condition or has not taken prescribed drugs or medicines for the condition.

Special Rules As To A Preexisting Condition

If a person had creditable coverage and such coverage terminated within 63 days prior to the date he or she enrolled (or was enrolled) in this Plan, then any limitation as to a preexisting condition will be reduced by the number of days of prior creditable coverage. Also, if a person enrolls (or is enrolled) in this Plan immediately after any applicable probationary period has been served, and that person had creditable coverage which terminated within 63 days prior to the first day of such probationary period, then any limitation as to a preexisting condition will be reduced by the number of days of prior creditable coverage. As used above: "creditable coverage" means a person's prior medical coverage as defined in the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996. The preexisting condition limitation above does not apply to newborn or adopted children, or to any pregnancy.

For further information, please see "Limits on Coverage – Preexisting Conditions" in the General Plan Information section of this booklet.

Filing a Claim

How do I file a claim? (1) Make a copy of the Medical Claim Form found in this booklet, (2) fill it out completely, and (3) send it to Strategic Resource Company, Attn: Claims Department, PO Box 23759, Columbia, SC 29224-3759. You can also get blank claim forms from your Local Benefits Representative or by writing to this address. Completed claim forms must be turned in within one year from the date of the loss. If you have medical expenses caused by an accident, you must include details about the accident on your claim form. The insurer reserves the right to require a medical examination at its expense. If you have questions, call Claims Customer Service at 1-888-772-9682, Monday through Friday, 8:30 a.m. to 8:00 p.m. ET. For prescription drug claims, see the topic titled "Prescription Drugs" in this section.

What if I have a Certificate of Creditable Health Coverage from a former employer? Make a copy and send it to the claims address above. If approved, the pre-existing conditions limitation can be shortened or eliminated. If you have lost the certificate, ask your former employer for another one. For more information about these certificates see the topic "Limits on Coverage – Preexisting Conditions" in the General Plan Information section or contact your Local Benefits Representative.

What if my claim is turned down? A notice will be sent to you within 90 days if all or a part of your claim is turned down (denied). This notice will explain why the claim was denied and how you can have it reconsidered. If you disagree with the decision, you may ask for a review within 180 days. Clearly write why you think the denial is wrong and include any documentation that supports your claim. A senior SRC adjudicator (using Aetna's detailed guidelines that SRC is required to follow) will review your claim. In the event the adjudication guidelines are insufficient to resolve the claim, SRC will obtain further direction from Aetna before ruling on the appeal. A decision on the review will be issued within 60 days of receipt of the appeal by SRC. Under some circumstances, the insurer can secure a 60-day extension. No claim in any other form will be valid until all the administrative remedies under the Plan have been exhausted. If your claim is again denied after an appeal, and you believe that your protected rights have been violated, please refer to the topic "Your Rights under ERISA" in the General Plan Information section.

What if the pharmacy says the prescribed drug is not covered under the plan? If your doctor prescribed the drug for the treatment of a covered medical condition (see the topic "Prescription Drugs" in this section), but your pharmacy told you that it was not a covered drug, you may request a review by SRC. Call SRC at 1-800-617-4015 and request a "Prescription Pre-Authorization Review Form." Take this form to your doctor and have it completed, to include the reason the drug was prescribed and the duration of the time the drug is needed. The completed form should be sent to SRC at the address shown on the bottom of the form. If, following a review of the information provided, the drug is determined to be for a condition covered under the Plan, Aetna Pharmacy Management and you will be notified that the drug will be considered a covered expense under the Plan. The prescription then can be processed by a participating pharmacy.

VISION CARE

General Information

What do I get with the Vision Care insurance? This coverage gives you two money-saving features that will make it easier to get needed eye care; eye exams and the Vision One® discount program from Cole Managed Vision.

Eye Exam Benefit

What is the eye exam benefit? You may use any doctor you want and you will be reimbursed \$25 for an eye exam. This benefit is limited to one eye exam every 12 months, from the later of your coverage effective date or the latest exam you have received while covered.

Exclusions and Limitations

No benefits will be payable for a charge which is:

- For any eye exam to diagnose or treat a disease or Injury.
- For drugs or medicines.
- For a vision care service that is a Covered Expense in whole or in part under any other part of this Plan or under any other plan of group benefits provided through your employer.
- For a vision care service for which a benefit is provided in whole or in part under any workers' compensation law or any other law of like purpose.
- For special procedures. This means things such as orthoptics or vision training.
- For any vision care supply.
- For an eye exam which:
 - > is required by an employer as a condition of employment; or
 - > an employer is required to provide under a labor agreement; or
 - > is required by any law of a government.
- For a service received while the person is not covered.
- For a service or supply which does not meet professionally accepted standards.
- For any exams given while the person is confined in a hospital or other facility for medical care.
- For an eye exam, or any part of an eye exam, performed for the purpose of the fitting of contact lenses.

Filing a Claim

How do I file a claim? This booklet contains an Eye Exam Claim Form, containing instructions on how to fill it out. You should make a photocopy of the form for use whenever you have a claim. Send your completed form to: Strategic Resource Company, Attn: Claims Department, PO Box 23759, Columbia, SC 29224-3759. You may request claim forms by writing to this address. A completed claim form must be submitted within one year of the date of the loss. For Claims Customer Service call 1-888-772-9682, Monday through Friday, 8:00 a.m. to 8:00 p.m. ET.

What if my claim is turned down? A notice will be sent to you within 90 days if all or a part of your claim is turned down (denied). This notice will explain why the claim was denied and how you can have it reconsidered. If you disagree with the decision, you may ask for a review within 180 days. Clearly write why you think the denial is wrong and include any documentation that supports your claim. A senior SRC adjudicator (using Aetna's detailed guidelines that SRC is required to follow) will review your claim. In the event the adjudication guidelines are insufficient to resolve the claim, SRC will obtain further direction from Aetna before ruling on the appeal. A decision on the review will be issued within 60 days of receipt of the appeal by SRC. Under some circumstances, the insurer can secure a 60-day extension. No claim in any other form will be valid until all the administrative remedies under the Plan have been exhausted. If your claim is again denied after an appeal, and you believe that your protected rights have been violated, please refer to the topic "Your Rights under ERISA" in the General Plan Information section.

Vision One® Discount Program

What is the Vision One discount program? The Vision One discount program helps you and your family save on many eye care products, including eyeglasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories. You can start using the Vision One discount program as soon as your coverage begins. Vision One is a discount-only program, it is not insurance. Because of this, you receive the discount at the point of sale; the program has no claim forms to fill out and there's no waiting for reimbursements. This program is in addition to any vision care benefit(s) you may have through the Plan.

How does Vision One discount program work? To use the Vision One discount program:

- **Step 1: Find the location nearest you.**
 - > Log on to the DocFind® online provider directory at www.aetna.com/docfind/custom/aaahc, and select 'Vision One'; or
 - > Call Vision One Customer Service at 1-800-793-8616 to find a participating provider near you.

- **Step 2: Schedule an eye exam.**
 - > Covered eye exams are available from participating Vision One providers.
 - > Please Note: Your out-of-pocket expenses could be lower if you use the separate \$25 eye exam benefit described above. Please compare the option of using the Eye Exam Benefit (including the exclusions and limitations) versus the Vision One benefit for the exam.

- **Step 3: Save!**
 - > Choose from hundreds of fashionable frames and the latest in lens technology. Simply show your ID Card and any applicable services or products you receive will be discounted right at the point of purchase. There are no claim forms to complete and no waiting for reimbursement.

What is the Vision One Contact Lens Replacement Program? After you purchase your first pair of contact lenses at a Vision One or other eye care location, you can receive additional pairs in two ways:

- Have your prescription refilled at a participating Vision One location and receive a 20% discount (10% on disposables) off retail prices.
- Order replacement contact lenses through the mail. You'll receive the same brand-name lenses your doctor prescribed, but generally at a lower cost. Call 1-800-391-LENS (5367) for more information.

How can I save on LASIK surgery? You and each member of your family can receive up to a 25% discount off the provider's Recognized Charge for LASIK surgery through the NuVision LASIK Network. This discounted price includes patient education, an initial screening, the LASIK procedure and follow-up care. Best of all, the initial consultation is always free, even if you elect not to proceed with the surgery.

- Schedule a free evaluation with a participating LASIK surgeon in your area. Our LASIK information specialists are ready to answer your questions, review the doctors available in your area and schedule a consultation with the doctor you choose. Call LASIK Customer Service at 1-800-422-6600.
- At your initial visit, present your Aetna ID card and indicate that you are eligible for the Vision One program.
- Schedule a surgery date with your provider, and call LASIK Customer Service (at the number above) to make payment arrangements. You may pay for LASIK surgery with a check, credit card or may qualify for our convenient financing plan.

Here are the savings you can expect for LASIK surgery, based on your choice of surgeon:

LASIK SURGERY SAVINGS

Surgeon's Lowest Advertised Price	Savings (per eye)
Up to \$1,100	\$75
\$1,101 to \$1,300	\$125
\$1,301 to \$1,500	\$200
\$1,501 to \$1,800	\$250
\$1,801 to \$2,000	\$350
\$2,001 to \$2,200	\$400
Over \$2,200	\$550

PRODUCT OR SERVICE	DISCOUNTED FEE*
Eye Exams under the Vision One discount plan	
For eyeglasses	\$38.00
For standard contact lenses	\$78.00
For specialty contact lenses (i.e. Toric, Bifocal, Gas Permeable)	\$10.00 off standard fee
Lenses per Pair (uncoated plastic)	
Single Vision	\$30.00
Bifocal	\$49.00
Trifocal	\$59.00
Standard Progressive	40% off retail
Eyeglass Frames (retail prices)	
Up to \$60.99	\$24.00
\$61.00 to \$80.99	\$34.00
\$81.00 to 100.99	\$44.00
\$101.00 and up	40% off retail
Lens Options per Pair (add to lens price above)	
Polycarbonate (includes UV coating and scratch-resistant coating)	\$30.00
Scratch-resistant coating	\$12.00
Ultraviolet (UV) coating	\$12.00
Solid or gradient tint	\$8.00
Glass	\$15.00
Photochromic glass	\$34.00
Anti-reflective coating	\$35.00

* Discounted fees on eye care services and eyewear products through Vision One participating providers. Cole Vision Services and Compensation Schedule, 1/1/04. Prices are subject to change.

DENTAL

General Information

What is the Dental Insurance? The Plan pays a percentage of the Recognized Charges for dental charges up to \$750 per Coverage Year for each Covered Person, subject to a \$50 per person Deductible each Coverage Year. The schedule of covered procedures and the benefits the Plan will pay can be found below. Certain types of procedures are subject to Waiting Periods and frequency limitations.

Schedule of Benefits (D3000-6)

Eligible enrolled persons are covered only for the procedures and benefits shown below. Note: All benefits are expressed as a percent of the provider's Recognized Charges.

COVERAGE A - No Waiting Period

D0150	Comprehensive oral exam (a)	80%
D0120	Periodic oral exam (a)	80%
D0140	Limited oral evaluation - problem focused	80%
D9110	Palliative (Emergency) treatment of dental pain - minor procedure	80%
D0330	Panoramic film (b), or	80%
D0210	Intraoral - complete series (b)	80%
D0220	Intraoral - perapical, first film	80%
D0230	Intraoral - perapical, each additional film	80%
D0240	Intraoral - occlusal film	80%
D0270	Bitewing - single film (f)	80%
D0272	Bitewing - two films (f)	80%
D0274	Bitewing - four films (f)	80%
D1110	Prophylaxis - adult (a)	80%
D1120	Prophylaxis - child (a)(e), or	80%
D1201	Topical application of fluoride - child (including prophylaxis) (c)(e), or	80%
D1203	Topical application of fluoride - child (no prophylaxis) (a)(e)	80%
D1351	Sealant - per tooth (c)(e)	80%
D1510	Space maintainer - fixed-unilateral (c)(e)	80%
D1515	Space maintainer - fixed bilateral (c)(e)	80%
D1520	Space maintainer - removable - unilateral (c)(e)	80%
D1525	Space maintainer - removable - bilateral (c)(e)	80%

COVERAGE B - Three Month Waiting Period

Fillings

D2110	Amalgam - one surface, primary	60%
D2120	Amalgam - two surfaces, primary	60%
D2130	Amalgam - three surfaces, primary	60%
D2131	Amalgam - four + surfaces, primary	60%
D2140	Amalgam - one surface, permanent	60%
D2150	Amalgam - two surfaces, permanent	60%
D2160	Amalgam - three surfaces, permanent	60%
D2161	Amalgam - four + surfaces, permanent	60%
D2330	Resin-based composite - one surface, anterior	60%
D2331	Resin-based composite - two surfaces, anterior	60%
D2332	Resin-based composite - three surfaces, anterior	60%
D2335	Resin-based composite - four + surfaces or involving incisal angle (anterior)	60%
D2380	Resin-based composite - one surface, posterior - primary	60%
D2381	Resin-based composite - two surfaces, posterior - primary	60%
D2382	Resin-based composite - three + surfaces, posterior - primary	60%
D2385	Resin-based composite - one surface, posterior - permanent	60%
D2386	Resin-based composite - two surfaces, posterior - permanent	60%
D2387	Resin-based composite - three surfaces, posterior - permanent	60%
D2940	Sedative filling	60%

Oral Surgery

D7110	Extraction - single tooth	60%
D7120	Extraction - each additional tooth	60%
D7130	Root removal - exposed roots	60%
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	60%
D7220	Removal of impacted tooth - soft tissue	60%
D7230	Removal of impacted tooth - partially bony	60%
D7240	Removal of impacted tooth - completely bony	60%
D7250	Surgical removal of residual tooth roots (cutting procedure)	60%
D7310	Alveoloplasty in conjunction with extractions - per quadrant	60%
D7320	Alveoloplasty not in conjunction with extractions - per quadrant	60%
D7510	Incision and drainage of abscess - intraoral soft tissue	60%

Crowns & Bridges Repair

D2910	Recement inlay	60%
D2920	Recement crown	60%
D2950	Core build-up, including any pins	60%
D2951	Pin retention - per tooth, in addition to restoration	60%
D6930	Recement fixed partial denture	60%

Dentures Repair

D5510	Repair broken complete denture base (c)	60%
D5520	Replace missing or broken teeth - complete denture (each tooth) (c)	60%
D5610	Repair partial resin denture base (c)	60%
D5620	Repair partial cast framework (c)	60%
D5630	Repair or replace broken clasp (c)	60%
D5640	Replace broken teeth - per tooth (c)	60%
D5650	Add tooth to existing partial denture (c)	60%
D5660	Add clasp to existing partial denture (c)	60%
D5730	Reline complete maxillary denture (chairside) (b)	60%
D5731	Reline complete mandibular denture (chairside) (b)	60%
D5740	Reline maxillary partial denture (chairside) (b)	60%
D5741	Reline mandibular partial denture (chairside) (b)	60%
D5750	Reline complete maxillary denture (lab) (b)	60%
D5751	Reline complete mandibular denture (lab) (b)	60%
D5760	Reline maxillary partial denture (lab) (b)	60%
D5761	Reline mandibular partial denture (lab) (b)	60%

COVERAGE C - Twelve Month Waiting Period

Periodontics

D4210	Gingivectomy or gingivoplasty - per quadrant (g)	50%
D4211	Gingivectomy or gingivoplasty - per tooth	50%
D4220	Gingival curettage, surgical - per quadrant, by report (h), or	50%
D4260	Osseous surgery (including flap entry and closure) - per quadrant (h), or	50%

Periodontics (continued)

D4341	Periodontal scaling & root planing - per quadrant (h)	50%
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis (b)	50%
D4910	Periodontal maintenance procedures (following active therapy) (a)	50%

Endodontics

D3110	Pulp cap - direct (excluding final restoration)	50%
D3120	Pulp cap - indirect (excluding final restoration)	50%
D3220	Therapeutic pulpotomy (excluding final restoration) removal of pulp coronal to the dentinocemental junction and application of medicament	50%
D3310	Root canal - anterior (excluding final restoration) (c), or	50%
D3320	Root canal - bicuspid (excluding final restoration) (c), or	50%
D3330	Root canal - molar (excluding final restoration) (c)	50%
D3410	Apicoectomy/periradicular surgery - anterior (c), or	50%
D3421	Apicoectomy/periradicular surgery - bicuspid (first root) (c), or	50%
D3425	Apicoectomy/periradicular surgery - molar (first root) (c)	50%
D3426	Apicoectomy/periradicular surgery - (each additional root)	50%
D3430	Retrograde filling - per root	50%
D3450	Root amputation - per root	50%

Crowns & Bridges

D2720	Crown - resin w/ high noble metal (d)	50%
D2721	Crown - resin w/ predominantly base metal (d)	50%
D2722	Crown - resin with noble metal (d)	50%
D2740	Crown - porcelain/ceramic substrate (d)	50%
D2750	Crown - porcelain fused to high noble metal (d)	50%
D2751	Crown - porcelain fused to predominantly base metal (d)	50%
D2752	Crown - porcelain fused to noble metal (d)	50%
D2790	Crown - full cast high noble metal (d)	50%
D2791	Crown - full cast predominantly base metal (d)	50%
D2792	Crown - full cast noble metal (d)	50%
D2781	Crown - ¾ cast predominantly base metal (d)	50%
D2930	Prefabricated stainless steel crown - primary tooth (d)	50%
D2932	Prefabricated resin crown (d)	50%
D2952	Cast post and core in addition to crown (d)	50%
D2954	Prefabricated post and core in addition to crown (d)	50%
D6210	Pontic - cast high noble metal (d)	50%
D6211	Pontic - cast predominantly base metal (d)	50%
D6212	Pontic - cast noble metal (d)	50%
D6240	Pontic - porcelain fused to high noble metal (d)	50%
D6241	Pontic - porcelain fused to predominantly base metal (d)	50%
D6242	Pontic - porcelain fused to noble metal (d)	50%

D6250	Pontic - resin with high noble metal (d)	50%
D6251	Pontic - resin with predominantly base metal (d)	50%
D6252	Pontic - resin with noble metal (d)	50%
D6720	Crown - retainer - resin with high noble metal (d)	50%
D6721	Crown - retainer - resin with predominantly base metal (d)	50
D6722	Crown - retainer - resin with noble metal (d)	50%
D6750	Crown - retainer - porcelain fused to high noble metal (d)	50%
D6751	Crown - retainer - porcelain fused to predominantly base metal (d)	50%
D6752	Crown - retainer - porcelain fused to noble metal (d)	50%
D6780	Crown - retainer - ¾ cast high noble metal (d)	50%
D6790	Crown - retainer - full cast high noble metal (d)	50%
D6791	Crown - retainer - full cast predominantly base metal (d)	50%
D6792	Crown - retainer - full cast noble metal (d)	50%
D6970	Cast post and core in addition to fixed partial denture retainer (d)	50%
D6972	Prefabricated post and core in addition to fixed partial denture retainer (d)	50%
D6973	Core build-up for retainer, including any pins (d)	50%

Dentures

D5110	Complete denture - maxillary (d)	50%
D5120	Complete denture - mandibular (d)	50%
D5130	Immediate denture - maxillary (d)	50%
D5140	Immediate denture - mandibular (d)	50%
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests, and teeth) (d)	50%
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests, and teeth) (d)	50%
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests, and teeth) (d)	50%
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests, and teeth) (d)	50%
D5281	Removable unilateral partial denture - one piece cast metal (including clasps and teeth) (d)	50%
D5410	Adjust complete denture - maxillary (d)	50%
D5411	Adjust complete denture - mandibular (d)	50%
D5421	Adjust partial denture - maxillary (d)	50%
D5422	Adjust partial denture - mandibular (d)	50%
D5710	Rebase complete maxillary denture (d)	50%
D5711	Rebase complete mandibular denture (d)	50%
D5720	Rebase maxillary partial denture (d)	50%
D5721	Rebase mandibular partial denture (d)	50%
D5850	Tissue conditioning - maxillary (d)	50%
D5851	Tissue conditioning - mandibular (d)	50%

- (a) Maximum of 1 procedure per 6 months
- (b) Maximum of 1 procedure per 36 months
- (c) Maximum of 1 procedure per 12 months
- (d) Maximum of 4 procedures of this class per 12 months

- (e) Limited to dependent children under 14
- (f) Maximum of 4 films per 12 months
- (g) Maximum of once each quadrant per 36 months
- (h) Maximum of once each quadrant per 6 months

Exclusions and Limitations

Covered Dental Expenses do not include and no benefits are payable for charges for:

- Any dental services and supplies which are covered in whole or in part:
 - > under any other part of this Plan; or
 - > under any other plan of group benefits provided by your employer.
- Those for services and supplies to diagnose or treat a disease or Injury that is not:
 - > a non-occupational disease; or
 - > a non-occupational injury.
- Those for services not listed in the Dental Care Schedule that applies; except as specifically provided.
- Those for replacement of a lost, missing, or stolen appliance, and those for replacement of appliances that have been damaged due to abuse, misuse, or neglect.
- Those for dentures; crowns; inlays; onlays; bridgework; or other appliances or services used for the purpose of splinting, to alter vertical dimension to restore occlusion, or correcting attrition, abrasion, or erosion.
- Those for any of the following services:
 - > an appliance, or modification of one, if an impression for it was made before the person became a Covered Person;
 - > a crown, bridge, or cast or processed restoration, if a tooth was prepared for it before the person became a Covered Person;
 - > root canal therapy, if the pulp chamber for it was opened before the person became a Covered Person.
- Those for services intended for treatment of any jaw joint disorder; except as specifically provided.
- Those for space maintainers except when needed to preserve space resulting from the premature loss of deciduous teeth.
- Those for orthodontic treatment; except as specifically provided.
- Those for general anesthesia and intravenous sedation; unless done in conjunction with another necessary covered service.
- Those for treatment by other than a dentist; except that scaling or cleaning of teeth and topical application of fluoride may be done by a licensed dental hygienist. In this case, the treatment must be given under the supervision and guidance of a dentist.
- Those in connection with a service given to a person age 5 or more if that person becomes a Covered Person other than:
 - > during the first 31 days the person is eligible for this coverage; or
 - > as prescribed for any period of Open Enrollment agreed to by the employer and Aetna. This does not apply to charges incurred:
 - after the end of the twelve month period starting on the date the person became a Covered Person; or
 - as a result of accidental injuries sustained while the person was a Covered Person; or
 - for a Primary Care Service in the Dental Care Schedule that applies shown under the headings Visits and X-rays, Visits and Exams, and X-ray and Pathology.
- Those for a crown; cast; or processed restoration unless:
 - > it is treatment for decay or traumatic injury and teeth cannot be restored with a filling material; or
 - > the tooth is an abutment to a covered partial denture or fixed bridge.
- Those for pontics, crowns, cast or processed restorations made with high noble metals; except as specifically provided.
- Those for surgical removal of impacted wisdom teeth only for orthodontic reasons; except as specifically provided.
- Those for services needed solely in connection with non-covered services.
- Those for services done where there is no evidence of pathology, dysfunction, or disease other than covered preventive services.
- Those for orthognathic surgery.
- Those for prescribed drugs; pre-medication; or analgesia.
- Those for any instruction for diet, plaque control and oral hygiene.
- Those for charges for implants of any type, and all related procedures, removal of implants; precision or semi-precious attachments, denture duplication, over-dentures and any associated surgery or other customized services or attachments.
- Those for failure to keep a scheduled visit or charges for the completion of any claim forms.
- Those for a service or supply rendered by someone who is related to a Covered Person by blood (e.g., sibling, parent, grandparent, child) marriage (e.g., spouse or in-law) or adoption or is normally a member of the Covered Person's household.
- Those for treatment of malignancies, cysts, and neoplasms.
Those for charges for implants of any type, and all related procedures, removal of implants, precision or semi-precision or semi-precision attachments, denture duplication, over-dentures and any associated surgery, or other customized services or attachments.
- Those for charges in excess of the excess of the Recognized Charge, based on the 80th percentile of the Medicode Medical Data Research Tables.

Filing a Claim

How do I file a claim? A dental claim is handled as a medical claim. This booklet contains a claim form for Medical coverage, containing instructions on how to fill it out. You should make a photocopy of the form for use whenever you make a claim for services rendered or a pre-treatment estimate. Send your completed form to: Strategic Resource Company, Attn: Claims Department, PO Box 23759, Columbia, SC 29224-3759. You may request claim forms by writing to this address. Your dental provider may prefer to file a claim for you using his or her own form. But if you have a claim, you must send in a signed claim form of the type contained in this booklet. This will help ensure prompt processing of your claim. A completed claim form must be submitted within one year of the date of the loss. For Claims Customer Service call 1-888-772-9682, Monday through Friday, 8:00 a.m. to 8:00 p.m. ET.

What if my claim is turned down? A notice will be sent to you within 90 days if all or a part of your claim is turned down (denied). This notice will explain why the claim was denied and how you can have it reconsidered. If you disagree with the decision, you may ask for a review within 180 days. Clearly write why you think the denial is wrong and include any documentation that supports your claim. A senior SRC adjudicator (using Aetna's detailed guidelines that SRC is required to follow) will review your claim. In the event the adjudication guidelines are insufficient to resolve the claim, SRC will obtain further direction from Aetna before ruling on the appeal. A decision on the review will be issued within 60 days of receipt of the appeal by SRC. Under some circumstances, the insurer can secure a 60-day extension. No claim in any other form will be valid until all the administrative remedies under the Plan have been exhausted. If your claim is again denied after an appeal, and you believe that your protected rights have been violated, please refer to the topic "Your Rights under ERISA" in the General Plan Information section.

SHORT TERM DISABILITY

General Information

What is the Short Term Disability (STD) Insurance? The Plan pays up to 50% of your average weekly base pay received for work done for the Plan Sponsor (plus reported tips, but no overtime), subject to the maximum benefit that you chose when you enrolled (\$50, \$100, \$125, or \$150 per week). For example, if you enrolled in the \$125 STD benefit and you normally make \$200 a week at your job, you will be paid \$100 per week in Short Term Disability payments. The Plan pays for a maximum of 26 weeks. In addition, while receiving benefits under this coverage, you do not have to pay the STD premiums. Enrollment in this coverage is only available to you, the employee. It is not available to your dependents. STD premiums double at age 65.

Is there anything different about the STD premiums? Yes. STD premiums differ from the other Plan premiums in the following:

- While getting STD benefits, you do not have to pay the STD premium,
- STD premiums double when you turn age 65, and
- STD premiums must be taken as an after-tax deduction.

When would I start receiving STD payments? They begin after a 14-day waiting period; however, if you are hospitalized during that 14-day period from the day the disability begins, the Plan begins paying immediately. To receive the benefits, you must be covered under the Plan (either by payroll deduction or personal missed premium payment – refer to the Missed Premium Payments section of this booklet at the time you become totally disabled from either accidental Injury or Sickness. If you do not have a deduction for STD for the pay period in which the date of disability falls, you will not be covered under STD unless you remit a missed premium payment to SRC.

Example: Your biweekly pay period ends February 17, 2006. You go out on disability February 18, 2006. In this example, you must make a missed premium payment for the pay period ending March 3, 2006 in order to have coverage on the first date of disability.

Can I continue my other benefits if I become disabled? Yes. By sending missed premium payments, within the time allowed, and with a completed Missed Premium Payment Form to SRC, you can continue your coverage in the other Plans (those in which you are enrolled) during your period of disability. Read about the rules for submitting missed premium payments in the topic, "Missed Premium Payments," in the General Plan Information section.

What does "totally disabled" mean? If you cannot do the duties generally and regularly required by your type of work due to Injury or Sickness, your disability requires treatment by a licensed physician, and you are not gainfully employed, you will be considered totally disabled. If you are no longer totally disabled, your benefits will cease. If you have several periods of total disability due to the same or related causes, and they are separated by less than 2 straight weeks of work (at your regular schedule), the Plan will treat this as one period.

Can I sign my family up for STD benefits? No. Enrollment in this coverage is only for you, the employee

Exclusions and Limitations

Short Term Disability Coverage does not cover any disability that:

- Is due to intentionally self-inflicted Injury (while sane or insane).
- Results from your commission of, or attempting to commit, a criminal act.
- Results from driving an automobile while intoxicated. ("Intoxicated" means: the blood alcohol level of the driver of the automobile meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred.)
- Is due to war or any act of war (declared or not declared).
- Is due to insurrection, rebellion, or taking part in a riot or civil commotion.
- Is not a non-occupational disease or Injury; except for sole-proprietors or partners who cannot be covered by workers' compensation law.
- Is due to your travel in, travel on, fall from or descent from any aircraft (including a hang glider) while such aircraft is in flight, unless you are traveling solely:
 - > as a fare paying passenger on a licensed, commercial, regularly scheduled non-military aircraft; or
 - > in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and is piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved.
- Is due to voluntarily taking poison, voluntary inhalation of poisonous gases, or taking a drug or chemical not administered by a physician.
- Is due to Intended or accidental contact with nuclear or atomic energy by explosion and/or release.

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- The person will not be deemed to be disabled; and
- No benefits will be payable.

Availability

The Short Term Disability coverage is not available to persons who work in California, Hawaii, New Jersey, New York and Rhode Island, and Puerto Rico. In these states (and Puerto Rico) your employer is required to provide this coverage.

Filing a Claim

How do I file a claim? If you become totally disabled while covered under the Short Term Disability you should apply for the insurance benefit as soon as possible. (1) Make a copy (front and back) of the Disability Proof of Loss Form found in this booklet or get a copy of the form from your Local Benefits Representative. (2) Fill it out completely (both front and back), making sure that your Local Benefits Representative completes the first section of the form and your physician completes the back of the form to include the date of disability. (3) Strategic Resource Company, Attn: Claims Department, PO Box 23759, Columbia, SC 29224-3759. You can call Claims Customer Service at 1-888-772-9682, Monday through Friday, 8:00 a.m. to 8:00 p.m. ET if you have questions.

What if my claim is turned down? A notice will be sent to you within 90 days if all or a part of your claim is turned down (denied). This notice will explain why the claim was denied and how you can have it reconsidered. If you disagree with the decision, you may ask for a review within 180 days. Clearly write why you think the denial is wrong and include any documentation that supports your claim. A senior SRC adjudicator (using the Aetna detailed guidelines that SRC is required to follow) will review your claim. In the event the adjudication guidelines are insufficient to resolve the claim, SRC will obtain further direction from Aetna before ruling on the appeal. A decision on the review will be issued within 45 days of receipt of the appeal by SRC. Under some circumstances, the insurer can secure a 45-day extension. No claim in any other form will be valid until all the administrative remedies under the Plan have been exhausted. If your claim is again denied after an appeal, and you believe that your protected rights have been violated, please refer to the topic "Your Rights under ERISA" in the General Plan Information section of this booklet.

TERM LIFE INSURANCE

General Information

What is the Term Life Insurance? If you, the employee, die while you are covered by the Life Insurance benefit, your beneficiary will be paid either \$5,000, \$10,000, or \$20,000 (depending upon which benefit you chose when you enrolled). If any of your dependents older than 6 months, that you have enrolled in Dependent Term Life coverage, die while covered, the Plan will pay you \$1,000. The benefit for dependents age 6 months or less is \$500. Employee benefits under this insurance coverage are reduced by 50% at age 70.

Who is the Term Life Insurance beneficiary? When you enroll, you can name a beneficiary to receive this benefit in the event of your death. You may change your beneficiary at any time by writing to the Eligibility Administrator. The change will become effective once the Eligibility Administrator receives your written notification of the new beneficiary. If you have selected coverage for your dependents, you are automatically the beneficiary for their life insurance benefits.

Conversion of the Term Life Insurance Coverage

What if I'm no longer employed, can I and/or my dependents keep our Term Life Insurance coverage? Yes. If you had Term Life insurance, and now you are no longer employed or are not eligible, you have the right to convert your Term Life insurance (not including the matching accidental death benefit) to an Individual Ordinary Life Policy. Additionally, your dependents have the right to convert their Dependent Term Life insurance to an Individual Ordinary Life Policy if you are no longer employed, you have died, or if you or they are no longer eligible for coverage under the Plan. This must be done within 31 days of the end of your coverage.

How much will the new policy cost? It will usually cost a lot more than what you previously paid for your employer's plan. The cost will be based on age and other factors. You or your dependents can receive a preliminary price quote by calling 1-888-772-9682. The quote is not binding and may change prior to receipt of the Conversion Policy.

What if I and/or my dependents want to convert the Term Life Insurance coverage? If you or your dependents decide to apply for the new policy, just call 1-888-772-9682 and a representative will assist with the application process. Premiums will have to be paid once a year, twice a year, or four times a year. The payments will be made directly to the insurance company.

Exclusions and Limitations

Term Life Suicide Exclusion

While insured, you die by suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of your coverage, no Life Insurance benefit will be payable. If such death occurs after two years of your effective date of coverage, while you are insured, but within two years of the date that any increase in coverage becomes effective, no Life Insurance benefit will be payable for any such increase.

Dependent Term Life Suicide Exclusion

If, while insured, your dependent dies by suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of his or her coverage, no Life Insurance benefit will be payable. If such death occurs after two years of your dependent's effective date of coverage, while he or she is insured, but within two years of the date that any increase in coverage becomes effective, no Life Insurance benefit will be payable for any such increase.

Filing a Claim

How do I file a claim? If a Covered Person dies as the result of an Accident or illness, their beneficiary should apply for the insurance benefit as soon as possible. Their beneficiary can obtain the appropriate forms and details about the claims procedure by calling Claims Customer Service at 1-888-772-9682, Monday through Friday, 8:00 a.m. to 8:00 p.m. ET.

How does a beneficiary appeal a denied claim? If the claim is denied, the Covered Person's beneficiary will be notified in writing. See "Claims Denial Procedures" under the "Summary Plan Description" heading in the "General Plan Information" section of this booklet. This notice will include detailed reasons why the claim was denied and an explanation of how to appeal for reconsideration of the decision. If the beneficiary disagrees with the decision, a review may be requested within 180 days. The appeal must be in writing, clearly stating the reason the beneficiary believes the denial is incorrect, and including any additional documentation that would support a further review of the claim. The claim will be reviewed and a decision will be issued within 45 days. Under some circumstances, the insurer can secure a 45-day extension.

1. Complete a copy of this form if—

- You have missed a payroll deduction because you did not work, or
- You did not earn enough pay to cover the premiums for the coverages in which you are enrolled.

Note: You cannot make a direct payment to continue your coverage if you have never had a payroll deduction or if you are no longer eligible. If you have terminated your employment, you will be notified of your right to continue your medical, dental, and vision coverage under COBRA as soon as SRC receives the termination date from your employer.

2. Use this chart to figure out how much to pay:

- Circle the premium amount you are submitting for each coverage. Use the Weekly Premiums Chart if you are paid on a weekly basis. Use the Biweekly Premiums Chart if you are paid every other week.
- Add up the pay period amounts.

Coverages	Weekly Premiums			Biweekly Premiums		
	Employee Only	Employee + One	Family	Employee Only	Employee + One	Family
Medical Plan	\$ 19.55	\$ 39.25	\$ 56.52	\$ 39.10	\$ 78.50	\$ 113.04
Benefits Access Discount Card Program	\$ 2.56			\$ 5.12		
Vision Care Plan	\$ 1.00	\$ 1.70	\$ 2.40	\$ 2.00	\$ 3.40	\$ 4.80
Dental Plan	\$ 5.00	\$ 10.00	\$ 18.00	\$ 10.00	\$ 20.00	\$ 36.00
Short Term Disability	\$ 50	\$ 1.40*	N/A	\$ 2.80*	N/A	N/A
	\$ 100	\$ 2.80*		\$ 5.60*		
	\$ 125	\$ 3.50*		\$ 7.00*		
	\$ 150	\$ 4.20*		\$ 8.40*		
Term Life (write in your weekly/biweekly amount)	\$ _____	N/A	\$ _____	\$ _____	N/A	\$ _____
Total Missed Premium (add up Term Life and the circled amounts from all three columns)	\$ _____			\$ _____		

* If you are 65 years of age or over, your premiums will be double those shown in the table.

3. Make your payment

- Make out a personal check, money order, or cashier's check for the Total Missed Premium due, made payable to **SRC/Aetna**.
- Total Premium Being Sent \$ _____ Pay Period Ending Date(s) ____ / ____ / ____

4. Complete this information about yourself (please print):

Name _____ Social Security Number _____

Address _____

City, State, Zip Code _____

Phone Number (_____) _____

Signature _____ Date Signed _____

5. Mail Completed Form and Payment

- Mail within 45 days of the pay period ending date from which a deduction would have been taken from your pay to:

Strategic Resource Company
ATTN: Missed Premium Department
PO Box 23759
Columbia, SC 29224-3759
1-800-617-4015



POLICY NUMBER: _____

Plans underwritten by **Aetna Life Insurance Company** (herein called the "Company")

EMPLOYEE'S NAME _____ MALE MARRIED
 FEMALE NOT MARRIED

HOME ADDRESS _____

DAYTIME PHONE NUMBER () _____ EVENING PHONE NUMBER () _____ SOCIAL SECURITY NUMBER _____

HAS EMPLOYMENT TERMINATED? YES IF YES: _____ DATE OF TERMINATION (MM/DD/YY):
 NO _____ / /

PATIENT'S NAME (if other than Employee) _____ MALE MARRIED
 FEMALE NOT MARRIED

RELATIONSHIP TO EMPLOYEE _____ DATE OF BIRTH (MM/DD/YY):
 / /

IF INJURED, HOW & WHERE DID ACCIDENT OCCUR? _____ DATE ACCIDENT/SICKNESS BEGAN:
 / /

PHYSICIAN'S NAME _____ DID ACCIDENT YES
 OCCUR AT WORK? NO

PHYSICIAN'S ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHYSICIAN'S PHONE NUMBER
 () _____

PLEASE DESCRIBE SICKNESS, INJURY, DIAGNOSIS, OR MEDICAL VISIT: _____

By signing below, I hereby Certify and Agree that I have read and understand the IMPORTANT NOTICE contained on the reverse side of this claim form:

EMPLOYEE'S SIGNATURE _____ DATE (MM/DD/YY):
 / /

PATIENT'S SIGNATURE (if other than employee) or Parent if claimant is a minor _____ DATE (MM/DD/YY):
 / /

AUTHORIZATION AND CERTIFICATION

I authorize payment of all medical benefits for services rendered from those doctors and providers described above and/or indicated on the enclosed bill:

EMPLOYEE'S SIGNATURE _____ DATE (MM/DD/YY):
 / /

Please attach original bill(s) if available and mail to:

Strategic Resource Company
Attn: Claims Department
PO Box 23759
Columbia, SC 29224-3759



IMPORTANT NOTICE

This form provides authorization of any doctor, medical professional, hospital, covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), insurer or other organization or person having any records, dates, or information concerning my occupation, finances and health including protected health information, individually identifiable health information, summary health information, psychotherapy notes, mental health, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), and alcohol/drug records to release all such records in their entirety to the Company. The insured understands that he may receive a copy of this authorization, and that this authorization is valid for the entire duration of the claim, and that he may revoke this authorization at any time by sending a request in writing to the Company. The insured understands that it may be necessary for the Company to provide such information or summaries of it to his employer, regulatory state agency, or his Workers' Compensation carrier.

RESIDENTS OF ALL STATES EXCEPT CO, FL, NJ and VA: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or settlement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

COLORADO RESIDENTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA RESIDENTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NEW JERSEY RESIDENTS: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

VIRGINIA RESIDENTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Eye Exam Claim Form

MAKE A COPY OF THIS FORM

NOTE: This form is for eye exam reimbursement ONLY. Do not submit claims for eyewear purchases.

HOW TO FILE AN EYE EXAM CLAIM

1. Make a copy of this form.
2. Complete the entire Claim Form (print or type), then sign and date it.
3. Make a copy of your itemized statement from the eye exam. Attach the original to the Claim Form.
4. Mail your Claim Form, with attached itemized exam statement, to:

Strategic Resource Company
ATTN: Claims Department
P.O. Box 23759
Columbia, SC 29224-3759

HOW TO CHECK ON THE STATUS OF AN EYE EXAM CLAIM

Call or write the Claims Customer Service Center. You may send written inquiries to the above address. To speak to a Claims Customer Service Representative call 1-888-772-9682. A Representative is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time.

HOW TO LOCATE A VISION ONE® PROVIDER

To locate a participating Vision One® provider, Log on to the DocFind® online directory at www.aetna.com/docfind/custom/aahc, and select 'Vision One'; or call Vision One Customer Service at 1-800-793-8616 to find a participating provider near you.

EMPLOYEE INFORMATION

EMPLOYEE NAME (last, first, middle)

STREET ADDRESS

SOCIAL SECURITY NUMBER

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

PATIENT INFORMATION

PATIENT NAME (last, first, middle)

SOCIAL SECURITY NUMBER

GENDER

Male Female

RELATIONSHIP TO EMPLOYEE

Self Spouse Daughter Son Other: _____

BIRTHDATE

IF PATIENT IS YOUR CHILD AND OVER 18, IS HE OR SHE DEPENDENT UPON YOU FOR SUPPORT?

Yes No

IS HE OR SHE HANDICAPPED?

Yes No

IS HE OR SHE A FULL-TIME STUDENT?

Yes No

NAME OF SCHOOL

CLAIM INFORMATION

DATE OF EYE EXAM

DOCTOR'S NAME

SIGNATURES

SIGNED (EMPLOYEE, ALL CLAIMS)

DATE

YOUR COMPANY'S NAME

PATIENT OR PARENT (IF PATIENT IS A MINOR)

DATE

Disability Proof of Loss Form

MAKE A COPY OF THIS FORM

PLEASE COMPLETE BOTH SIDES OF THIS FORM

EMPLOYER COMPLETES THIS SECTION

NAME OF EMPLOYER				POLICY NUMBER			
STREET ADDRESS			CITY	STATE	ZIP CODE		
NAME OF EMPLOYEE			DATE OF BIRTH	SEX <input type="checkbox"/> M <input type="checkbox"/> F	DATE HIRED	EFF. DATE OF COVERAGE	
STREET ADDRESS			CITY	STATE	ZIP CODE	EMPLOYEE SOC. SEC. NO. - -	HOME TEL. ()
BASE EARNINGS MO. \$ WKLY. \$			OCCUPATION				
EMPLOYEE LAID OFF PRIOR TO THIS ILLNESS? <input type="checkbox"/> YES <input type="checkbox"/> NO			DATE EMPLOYEE FIRST UNABLE TO WORK		DATE EMPLOYEE RETURNED TO WORK		
IF YES, SHOW DATE:							
WAS ILLNESS OR INJURY DUE TO PATIENT'S OCCUPATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN							
I HEREBY CERTIFY THAT THE ABOVE NAMED EMPLOYEE IS A MEMBER OF OUR GROUP INSURANCE PROGRAM AND THE INFORMATION STATED ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.							
SIGNATURE OF EMPLOYER _____							
DATE _____ 20 _____		TITLE _____					

EMPLOYEE COMPLETES THIS SECTION

NAME OF EMPLOYEE			DATE OF BIRTH				
DATE OF FIRST TREATMENT (ILLNESS)		DATE OF ACCIDENT (INJURY)		IF ACCIDENT, HOW DID IT OCCUR?			
DID ACCIDENT OCCUR AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE FIRST UNABLE TO WORK					
DID PATIENT HAVE SAME OR SIMILAR CONDITION IN PAST? <input type="checkbox"/> YES <input type="checkbox"/> NO							
IF YES, WHEN AND SHOW NAME AND ADDRESS OF ATTENDING PHYSICIAN							
REMARKS:							

INSTRUCTIONS: THE AUTHORIZATION SHOULD BE COMPLETED AND SIGNED BY THE INSURED. IF THE INSURED IS UNABLE TO SIGN, THE AUTHORIZATION SHOULD BE COMPLETED AND SIGNED BY THE LEGAL GUARDIAN OR NEXT-OF-KIN.

To all physicians, hospitals, medical service providers, druggists, employers, consumer reporting agencies, law enforcement agencies, and any other agencies or organizations (including other insurance companies, Social Security Administration, Blue Cross-Blue Shield, self-insured and prepaid health plans):

You are authorized to permit Aetna Life Insurance Company, its Third Party Administrators, and its authorized representatives to view and obtain a copy of ALL RECORDS including employment, law enforcement, tax, financial, insurance claim records, and medical records as to examination, history, diagnosis, treatment, and prognosis with respect to any physical or mental condition including information relating to mental illness, drug or alcohol treatment, HIV (AIDS virus), and disease of:

(Print Name of Insured) _____

I understand the information obtained will only be used by Aetna Life Insurance Company to determine eligibility for insurance and benefits claimed under the policy. I consent to redisclosure of such information to reinsuring companies, the Medical Information Bureau and such other persons or organization performing business or legal services in connection with my claim, or as may be otherwise lawfully required. Such information will not be given, sold, transferred, or relayed to any other person not specified in this form without my consent.

I understand this authorization may be revoked by written notice to Aetna Life Insurance Company but this revocation will not apply to information already released. If not revoked, this authorization will be valid while the claim is pending but not to exceed a maximum of two years from the date below. I know I may request to receive a copy of this authorization. I also agree a photographic copy of this authorization shall be as valid as the original.

DATE _____	SIGNED _____	RELATIONSHIP TO INSURED IF SIGNED BY OTHER THAN INSURED _____
------------	--------------	---

[IF SIGNED BY OTHER THAN THE INSURED, PLEASE PRINT NAME AND ADDRESS AND INCLUDE GUARDIANSHIP PAPERS OR OTHER EVIDENCE OF LEGAL REPRESENTATION.]

IMPORTANT: Detach the portion below if employee's disability has not terminated. Forward it to the Insurance Company immediately upon employee's return to work.

<p>IMPORTANT: It is the employee's responsibility to inform the insurance company of the date the employee returns to work</p>	NOTICE OF EMPLOYEE'S RETURN TO WORK	
	NAME OF EMPLOYEE _____	EMPLOYEE SOCIAL SECURITY NO. _____
	RETURNED TO WORK ON _____ 20 _____	
	DATED _____ 20 _____	EMPLOYER _____ (COMPANY NAME)
	BY _____	

ATTENDING PHYSICIAN'S STATEMENT

PATIENT'S NAME AND ADDRESS _____

AGE _____

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize the undersigned physician to release any information acquired in the course of my examination or treatment.

DATE _____ 20 _____

SIGNED (PATIENT) _____

(1A) Diagnosis and concurrent conditions. (If Fracture or Dislocation, describe nature and location)	_____
(1B) Is condition due to injury or sickness arising out of patient's employment? (If "Yes" explain)	<input type="checkbox"/> YES <input type="checkbox"/> NO
(1C) Is condition Pregnancy? (If "Yes" what was the approximate date of commencement of pregnancy?)	<input type="checkbox"/> YES <input type="checkbox"/> NO DATE _____ 20 _____
(2A) When did symptoms first appear or accident happen?	DATE _____ 20 _____
(2B) When did patient first consult you for this condition?	DATE _____ 20 _____
(2C) Has patient ever had same or similar condition? (If "Yes" state when and describe)	<input type="checkbox"/> YES <input type="checkbox"/> NO
(3A) Nature of Surgical or Obstetrical Procedure, if any. (Describe fully and include current CPT-4 codes)	DATE PERFORMED _____ 20 _____
(3B) If performed in hospital, give name of hospital and dates hospitalized.	_____ O INPATIENT O OUTPATIENT DATES HOSPITALIZED _____ 20 _____
(4) Give dates of other medical (Non-Surgical) treatment, if any.	OFFICE _____ 20 _____ HOME _____ 20 _____ HOSPITAL _____ 20 _____
(5) Is patient still under your care for this condition? (If "No" give date your services terminated)	<input type="checkbox"/> YES <input type="checkbox"/> NO DATE _____ 20 _____
(6A) How long was or will patient be continuously totally disabled? (Unable to work) If unknown, please estimate anticipated recovery date:	FROM _____ 20 _____ THRU _____ 20 _____
(6B) Is this an extension of a previous disability claim? (If "Yes, provide new dates through which patient will be totally disabled)	<input type="checkbox"/> YES <input type="checkbox"/> NO FROM _____ 20 _____ THRU _____ 20 _____
(7) To your knowledge does patient have other Health Insurance or Health Plan Coverage? (If "Yes" identify)	<input type="checkbox"/> YES <input type="checkbox"/> NO

DATE	PHYSICIAN'S NAME (Print)	SIGNATURE	DEGREE	TELEPHONE
STREET ADDRESS	CITY OR TOWN	STATE OR PROVINCE	ZIP CODE	
INDIVIDUAL PRACTITIONERS: SOCIAL SECURITY NUMBER		ALL OTHERS: EMPLOYER I.D. NUMBER		

FRAUD STATEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY OR OTHER PERSON SUBMITS AN INSURANCE APPLICATION OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE, INCOMPLETE OR MISLEADING INFORMATION MAY BE COMMITTING A CRIME AND MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

The laws of some states require us to furnish you with the following notice:

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact, material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties

PLEASE SEND COMPLETED FORMS TO: Strategic Resource Company
Attn: Claims Department
P.O. Box 23759
Columbia, SC 29224-3759

PLEASE NOTE: Failure to complete all sections of this form may result in delayed payment of claims.

Plan underwritten by Aetna Life Insurance Company 



Notice of Privacy Practices

This Notice of Privacy Practices applies to Aetna's insured health benefits plans and its mail order pharmacy. It does not apply to any plans that are self-funded by an employer. Your employer will be able to tell you if your plan is insured or self-funded. If your plan is self-funded, you may want to ask for a copy of your employer's privacy notice.

***This notice describes
how medical information about you
may be used and disclosed and how
you can get access to this information.
Please review it carefully.***

Aetna¹ considers personal information to be confidential. We protect the privacy of that information in accordance with federal and state privacy laws, as well as our own company privacy policies.

This notice describes how we may use and disclose information about you in administering your benefits, and it explains your legal rights regarding the information.

When we use the term "personal information," we mean financial, health and other information about you that is nonpublic, and that we obtain so we can provide you with insurance coverage. By "health information," we mean information that identifies you and relates to your medical history (i.e., the health care you receive or the amounts paid for that care).

This notice will become effective on April 14, 2003.

How Aetna Uses and Discloses Personal Information

In order to provide you with insurance coverage, we need personal information about you, and we obtain that information from many different sources – particularly your employer or benefits plan sponsor, other insurers, HMOs or third-party administrators (TPAs), and health care providers. In administering your health benefits and providing mail order pharmacy services, we may use and disclose personal information about you in various ways, including:

Health Care Operations: We may use and disclose personal information during the course of running our health business – that is, during operational activities such as quality assessment and improvement; licensing; accreditation by independent organizations; performance measurement and outcomes assessment; health services research; and preventive health, disease management, case management and care coordination. For example, we may use the information to provide disease management programs for members with specific conditions, such as diabetes, asthma or heart failure. Other operational activities requiring use and disclosure include administration of reinsurance and stop loss; underwriting and rating; detection and investigation of fraud; administration of pharmaceutical programs and payments; transfer of policies or contracts from and to other health plans; facilitation of a sale, transfer, merger or consolidation of all or part of Aetna with another entity (including due diligence related to such activity); and other general administrative activities, including data and information systems management, and customer service.

Payment: To help pay for your covered services, we may use and disclose personal information in a number of ways – in conducting utilization and medical necessity reviews; coordinating care; determining eligibility; determining formulary compliance; collecting premiums; calculating cost-sharing amounts; and responding to complaints, appeals and requests for external review. For example, we may use your medical history and other health information about you to decide whether a particular treatment is medically necessary and what the payment should be – and during the process, we may disclose information to your provider. We also mail Explanation of Benefits forms and other information to the address we have on record for the subscriber (i.e., the primary insured). We also use personal information to obtain payment for any mail order pharmacy services provided to you.

¹ For purposes of this notice, "Aetna" and the pronouns "we," "us" and "our" refer to all of the HMO and licensed insurer subsidiaries of Aetna Inc., including the entities listed on the last page of this notice as well as our mail order pharmacy. These entities have been designated as a single affiliated covered entity for federal privacy purposes.

Treatment: We may disclose information to doctors, dentists, pharmacies, hospitals and other health care providers who take care of you. For example, doctors may request medical information from us to supplement their own records. We also may use personal information in providing mail order pharmacy services and by sending certain information to doctors for patient safety or other treatment-related reasons.

Disclosures to Other Covered Entities: We may disclose personal information to other covered entities, or business associates of those entities for treatment, payment and certain health care operations purposes. For example, we may disclose personal information to other health plans maintained by your employer if it has been arranged for us to do so in order to have certain expenses reimbursed.

Additional Reasons for Disclosure

We may use or disclose health information about you in providing you with treatment alternatives, treatment reminders, or other health-related benefits and services. We also may disclose such information in support of:

- **Plan Administration** – to your employer, when we have been informed that appropriate language has been included in your plan documents, or when summary data is disclosed to assist in bidding or amending a group health plan.
- **Research** – to researchers, provided measures are taken to protect your privacy.
- **Business Associates** – to persons who provide services to us and assure us they will protect the information.
- **Industry Regulation** – to state insurance departments, boards of pharmacy, U.S. Food and Drug Administration, U.S. Department of Labor and other government agencies that regulate us.
- **Law Enforcement** – to federal, state and local law enforcement officials.
- **Legal Proceedings** – in response to a court order or other lawful process.
- **Public Welfare** – to address matters of public interest as required or permitted by law (e.g., child abuse and neglect, threats to public health and safety, and national security).

Disclosure to Others Involved in Your Health Care

We may disclose health information about you to a relative, a friend, the subscriber of your health benefits plan or any other person you identify, provided the information is directly relevant to that person's involvement with your health care or payment for that care. For example, if a family member or a caregiver calls us with prior knowledge of a claim, we may confirm whether or not the claim has been received and paid. You have the right to stop or limit this kind of disclosure by calling the toll-free Customer Service number at 1-800-869-0808.

If you are a minor, you also may have the right to block parental access to your health information in certain circumstances, if permitted by state law. You can contact us using the toll-free Customer Service number at 1-800-869-0808 – or have your provider contact us.

Uses and Disclosures Requiring Your Written Authorization

In all situations other than those described above, we will ask for your written authorization before using or disclosing personal information about you. If you have given us an authorization, you may revoke it at any time, if we have not already acted on it. If you have questions regarding authorizations, please call the toll-free Customer Service number at 1-800-869-0808.

Your Legal Rights

The federal privacy regulations give you the right to make certain requests regarding health information about you. You may ask us to:

- Communicate with you in a certain way or at a certain location. For example, if you are covered as an adult dependent, you might want us to send health information to a different address from that of your subscriber. We will accommodate reasonable requests.
- Restrict the way we use or disclose health information about you in connection with health care operations, payment and treatment. We will consider, but may not agree to, such requests. You also have the right to ask us to restrict disclosures to persons involved in your health care.

Your Legal Rights (Continued)

- Obtain a copy of health information that is contained in a “designated record set” – medical records and other records maintained and used in making enrollment, payment, claims adjudication, medical management and other decisions. We may ask you to make your request in writing, may charge a reasonable fee for producing and mailing the copies and, in certain cases, may deny the request.
- Amend health information that is in a “designated record set.” Your request must be in writing and must include the reason for the request. If we deny the request, you may file a written statement of disagreement.
- Provide a list of certain disclosures we have made about you, such as disclosures of health information to government agencies that license us. Your request must be in writing. If you request such an accounting more than once in a 12-month period, we may charge a reasonable fee.

You may make any of the requests described above, or may request a paper copy of this notice, by calling the toll-free Customer Service number at 1-800-869-0808.

You also have the right to file a complaint if you think your privacy rights have been violated. To do so, please follow the complaint procedures described in your plan documents or on our Web site at www.Aetna.com. You also may write to the Secretary of the U.S. Department of Health and Human Services. You will not be penalized for filing a complaint.

Aetna’s Legal Obligations

The federal privacy regulations require us to keep personal information about you private, to give you notice of our legal duties and privacy practices, and to follow the terms of the notice currently in effect.

This Notice is Subject to Change

We may change the terms of this notice and our privacy policies at any time. If we do, the new terms and policies will be effective for all of the information that we already have about you, as well as any information that we may receive or hold in the future.

Please note that we do not destroy personal information about you when you terminate your coverage with us. It may be necessary to use and disclose this information for the purposes described above even after your coverage terminates, although policies and procedures will remain in place to protect against inappropriate use or disclosure.

If you have questions regarding this notice, please contact SRC’s² Compliance Department by mail at P.O. Box 23759, Columbia, SC 29224; by phone at 803-736-1999; or by fax at 803-736-9952. Include your name, phone and fax number.

Coverage may be underwritten or administered by one or more of the following companies: Aetna Health Inc.; Aetna Health of California Inc.; Aetna Dental of California Inc.; Aetna Health of the Carolinas Inc.; Aetna Health of Illinois Inc.; Aetna Dental Inc.; Aetna Health of Washington Inc.; Aetna Life Insurance Company; Aetna Insurance Company of Connecticut; Aetna Health Insurance Company of Connecticut; Aetna Health Insurance Company of New York; and Corporate Health Insurance Company. Mail order pharmacy services may be provided by Aetna Rx Home Delivery, LLC. Plans are administered by Strategic Resource Company, Southeastern Research Corporation, and SRC Insurance Services, Inc.


² SRC refers to Strategic Resource Company, which is a wholly-owned subsidiary of Aetna Health Holdings, LLC.

TEMPORARY MEMBER NOTIFICATION

Cut out I.D. Cards on the dashed lines and carry them with you.

Arranged and Administered by Strategic Resource Company (SRC), an Aetna company

ID/PPO 030805 V2

 **Aetna Affordable Health ChoicesSM PPO**

Group No: 360001 Reference No: SRC5555


Underwritten by Aetna Life Insurance Company.

Policy Holder: Securitas Security Services USA, Inc.

Name: _____

SRC-1 (03/05) Payer No: 57604 DOI

FOLD HERE

 **Aetna Affordable Health ChoicesSM PPO**

Group No: 360001 Reference No: SRC5555

Underwritten by Aetna Life Insurance Company.

Policy Holder: Securitas Security Services USA, Inc.

Name: _____

SRC-1 (03/05) Payer No: 57604 DOI

FOLD HERE

For questions, please call Customer Service at:

1-888-772-9682 (se habla español)

www.aetna.com/docfind/custom/aaah

INSURED: Network physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna Life Insurance Company. Benefits are provided under the terms of the applicable contract, including limitations and exclusions.

EMERGENCY / URGENT CARE: Call your local emergency hotline (ex. 911) or go to the nearest emergency facility.

FOLD HERE

For questions, please call Customer Service at:


1-888-772-9682 (se habla español)

www.aetna.com/docfind/custom/aaah

INSURED: Network physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna Life Insurance Company. Benefits are provided under the terms of the applicable contract, including limitations and exclusions.

EMERGENCY / URGENT CARE: Call your local emergency hotline (ex. 911) or go to the nearest emergency facility.

FOLD HERE

 **Aetna Pharmacy Management**

Prescription Drug Card

Underwritten by Aetna Life Insurance Company

Rx Group: SRC0000


Rx Bin: 610014

Rx PCN:

Member Name: _____

Print Name Here

FOLD HERE

 **Aetna Pharmacy Management**

Prescription Drug Card

Underwritten by Aetna Life Insurance Company

Rx Group: SRC0000

Rx Bin: 610014


Rx PCN:

Member Name: _____

Print Name Here

FOLD HERE

We want you to know™


 **Vision One® Membership Card**

Plan #46543 Expires 6/07

Member Signature _____

For additional location information,
call toll-free 1-800-793-8616, weekdays
9 a.m. - 9 p.m. and Saturdays 9 a.m. - 5 p.m. ET.

We want you to know™

 **Vision One® Membership Card**

Plan #46543 Expires 6/07

Member Signature _____

For additional location information,
call toll-free 1-800-793-8616, weekdays
9 a.m. - 9 p.m. and Saturdays 9 a.m. - 5 p.m. ET.

Aetna Affordable Health ChoicesSM

HEALTH CARE PROVIDER: The person who signed this card has been enrolled under a limited major medical plan sponsored by the employer shown on the front of this card. This card is for identification only. It is not a guarantee of eligibility of benefits. For verification of coverage, filing a claim, or for questions other than the discount programs, contact us using the Customer Service number printed on the front of this card or mail us at the following address:

SRE P.O. Box 23759
Columbia, SC 29224-3759
An Aetna Company

Aetna affiliated PPO networks



Administered by Aetna Pharmacy Management

PARTICIPANTS:

Present this card at any participating pharmacy when purchasing prescription drugs. For information, claim forms, or to locate a participating pharmacy in your area, call **1-888-772-9682**.

PHARMACISTS:

Enter member information and prescription information, including your lowest usual and customary price into the Aetna Rx system. Provide customer with prescription(s) and collect approved amount indicated on the Aetna Rx system. Provide customer with receipt, including authorization number. Questions?

Call Aetna Pharmacy Management at **1-800-AetnaRx**.

Vision One Exam and Eyewear

1-800-793-8616

LASIK Customer Service

1-800-422-6600

Contacts Direct

1-800-391-5367

Vision One is a discount-only program. Providers are solely responsible for the products and services provided under the program. Aetna does not endorse any vendor, product or service associated with this program. Discounts offered under this program are not insurance. Vision One is a registered trademark of Cole Managed Vision.

Aetna Affordable Health ChoicesSM

HEALTH CARE PROVIDER: The person who signed this card has been enrolled under a limited major medical plan sponsored by the employer shown on the front of this card. This card is for identification only. It is not a guarantee of eligibility of benefits. For verification of coverage, filing a claim, or for questions other than the discount programs, contact us using the Customer Service number printed on the front of this card or mail us at the following address:

SRE P.O. Box 23759
Columbia, SC 29224-3759
An Aetna Company

Aetna affiliated PPO networks



Administered by Aetna Pharmacy Management

PARTICIPANTS:

Present this card at any participating pharmacy when purchasing prescription drugs. For information, claim forms, or to locate a participating pharmacy in your area, call **1-888-772-9682**.

PHARMACISTS:

Enter member information and prescription information, including your lowest usual and customary price into the Aetna Rx system. Provide customer with prescription(s) and collect approved amount indicated on the Aetna Rx system. Provide customer with receipt, including authorization number. Questions?

Call Aetna Pharmacy Management at **1-800-AetnaRx**.

Vision One Exam and Eyewear

1-800-793-8616

LASIK Customer Service

1-800-422-6600

Contacts Direct

1-800-391-5367

Vision One is a discount-only program. Providers are solely responsible for the products and services provided under the program. Aetna does not endorse any vendor, product or service associated with this program. Discounts offered under this program are not insurance. Vision One is a registered trademark of Cole Managed Vision.



Bureau of Security and Investigative Services
P.O. Box 9000
West Sacramento, CA 95798-9000
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 14827
RECEIPT NO. 08000539

VALID UNTIL APRIL 30, 2007

SECURITAS SECURITY SERVICES USA, INC.
4330 PARK TERRACE DR
WESTLAKE CA 91361

IN ACCORDANCE WITH THE PROVISIONS OF
DIVISION 3, CHAPTER 11.5 OF THE
BUSINESS AND PROFESSIONS CODE,
THE COMPANY NAMED HEREON IS ISSUED A
Private Patrol Operator License Renewal.

05
12/05

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WP1PO: 03/01702



Insurance Certificates

This section shows Securitas Security Services' proof of insurance as required in the RFP. Our insurance carrier does not issue actual certificates until the contract is executed. When that happens the DPW will receive a certificate made out to the DPW within seven days---well before the first day of service.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/03/05

PRODUCER
Aon Risk Services, Inc. of Southern California
707 Wilshire Boulevard
Suite 6000
Los Angeles CA 90017-0460

PHONE - (866) 283-7123 **FAX** - (877) 528-1656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	ACE American Insurance Company
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
Securitas Holdings, Inc., Including:
-Securitas Security Services USA, Inc.;
-Securitas Security Systems USA, Inc.;
-Pinkerton Consulting & Investigations,
-Burns Int'l Security Services Corp.
Westlake Village CA 91361 USA

COVERAGES SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	
					PRODUCTS - COMP/OP AGG	
					PERSONAL & ADV INJURY	
					EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
					AGGREGATE	
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY WLR4399234A (A05) All other states		01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL SCFC4398018A States: WI		01/01/05	01/01/06	EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE-EA EMPLOYEE	\$1,000,000
A	<input checked="" type="checkbox"/> Excess WC WCUC43980312 States: CA, OH, WA		01/01/05	01/01/06	Excess of SIR	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SAMPLE CERTIFICATE ONLY. Any special provision or requirements such as waiver of subrogation that are part of the signed contract/agreement will be included on the actual certificate once the contract/agreement has been fully executed by both parties.

CERTIFICATE HOLDER

Sample Certificate of Insurance Only
CA . USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000260472-27

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Jackie Surtida 213 346 5085/Mark Sato 213 346 5657

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

502375-ALL-CAS-05/06 SEC EVID EX9

COMPANY
A XL Insurance America, Inc.

INSURED
Securitas Holdings, Inc., including:
· Securitas Security Services USA, Inc.;
· Securitas Security Systems USA, Inc.;
· Pinkerton Consulting & Investigations;
· Burns Int'l Security Services Corporation.
4330 Park Terrace Drive
Westlake Village, CA 91361

COMPANY
B ACE American / Indemnity Ins. Co. of N.A.

COMPANY
C N/A

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	US00005451LI05A	01/01/05	01/01/06	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Excess of \$500,000 SIR				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ N/A
B	AUTOMOBILE LIABILITY	ISA-H08012362	01/01/05	01/01/06	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	US00005452LI05A	01/01/05	01/01/06	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Evidence of Insurance only.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
By: Mark Sato

Mark Sato

MM1(3/02)

VALID AS OF 11/08/05

BID BOND

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, SECURITAS SECURITY SERVICES USA, INC. as Principal, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto COUNTY OF LOS ANGELES

as Obligee, hereinafter called the Obligee, in the sum of Ten percent of amount bid. Dollars (\$ 10% of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
File AS-0 - Armed and Unarmed Security Services for Various Public Works Facilities

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November, 2005

Deborah Kay Kananen
(Witness)

SECURITAS SECURITY SERVICES USA, INC.
(Principal) (Seal)

Albert Park
Assistant Secretary (Title)

Simone Gerhard
(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By Tracy Aston
(Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On NOV 15 2005 before me, M. Gonzales, Notary Public, personally appeared Tracy Aston personally known to me (or 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.

WITNESS my hand and official seal.





M. Gonzales

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **E. S. Albrecht, Jr., Lisa L. Thornton, C. K. Nakamura, Maria Pena, Tracy Aston, Marina Tapia, Brenda Wong, Michael R. Mayberry, KD Conrad, of Los Angeles, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOITED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOITED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOITED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOITED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

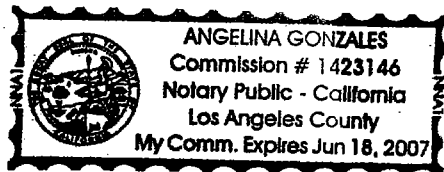
On November 16, 2005 before me, Angelina Gonzales, Notary Public,
personally appeared Albert Park:

- personally known to me
 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.

WITNESS my hand and official seal.


Angelina Gonzales



Payroll Recordkeeping---Headquarters

Securitas complies with all Federal and State labor requirements and record keeping requirements. A detailed process is outlined and each matter is addressed appropriately.

17a.

- i. Employees report to work at the actual job location. The shift begins at the proposed shift time.
 - ii. Sign-in sheets are viewed by the on-shift Supervisor.
 - iii. There is a Post Commander on-site at the Headquarters who verifies the time. Securitas sign-in sheets are part of the confirmation. We have designated Securitas Supervisors on duty on a 24x7 schedule that visit "after-hour" sites and can verify that Officers are actually on duty. Each employee signs "on duty" daily. Also, for sign-in confirmation, Securitas has a Communication Center where employees can call in "on duty." Provider can implement the Post Confirmation System where the Officers call "on duty." This call is set up where it can only be done from the actual work site.
 - iv. To document the beginning and ending times of the shift, Securitas provides timesheets for documenting shift times. Original timesheets are saved at the actual facility/post. The Securitas branch keeps copies of the timesheets, as well, for auditing purposes and billing. Security Officers sign in daily on the timesheets provided thus documenting the time. We collect the timesheets weekly to enter payroll and then to put on file. The Post Commander verifies the times before they are submitted via fax for payroll entry.
 - v. Securitas provides updated labor laws to our employees and also educates the staff on their rights, which include but are not limited to the discussion of their breaks. The Post Commander and Supervisors are aware of the labor laws and ensure that all employees are entitled to their breaks. Only in case of an emergency situation at a facility will breaks will be taken at a later time. As soon as the emergency is over, arrangements will be made for officers' to be accommodated. In addition, all management staff, including AVP, Branch Managers, Human Resource Staff, Project
-

Managers, Site Supervisors and all other Supervisors are trained through a State mandated program AB1825, Civil Treatment Course, which includes but is not limited to labor relations and includes other subject matters such as sexual harassment. Securitas also provides handbooks to employees that provide a wide variety of information. Each payroll check includes an insert that covers a different subject matter, some of which relates to their rights and others continue to educate our employees on work related subjects. This procedure is included with each payroll cycle. An Alertline is available for employees who believe a violation has occurred, and is investigated immediately by the Employee Relations Department.

17b.

- i. Securitas employees are paid on a biweekly basis by check. The checks are generated from our corporate office in Westlake Village, CA where the checks are mailed to the employees, or the Branch office where the officer is employed. We also offer the convenience of Direct Deposit for employees who do not want to receive a physical check and wish for their funds to be deposited to their checking or savings account. Straight time and overtime hours appear on one check. Information on payroll checks contains all payroll hours (regular and overtime), pay rate of overtime and regular hours are distinguished as well. Tax information includes State and Federal taxes, garnishments, health insurance (medical, dental, vision) are all itemized, including all other deductions such as child support, etc.
- ii. Securitas does NOT use a manual payroll system.
- iii. Payroll checks are generated from our payroll system, SAFES. All hours worked are entered into SAFES. Once all payroll hours have been entered, payroll data is uploaded to our corporate office, where in return a payroll check is generated by SAFES software system. If the employee does in fact work more than one County contract, or other post, the pay rate is specified for each job and will appear on the pay stub. All hours are calculated through our payroll system, SAFES.
- iv. If going to another post is part of that employee's schedule, travel time is not involved. However, if we ask an employee to go to another post that is out of the scope of his/her work schedule, then the employee can receive travel time or be reimbursed mileage according to the IRS guidelines. If an employee has multiple wage rates and travel time is offered in the contract, then that particular employee's wage rate would be based on whatever pay rate they would be compensated at the job site. There is no averaging. Employees are paid at the job pay rate.
 1. The hours would be categorized based on whatever job location the employee is going to work. The paycheck would indicate the particular location along

with the pay rate, the 3 hours would appear along with the pay rate, the 1 hour of travel time would appear as travel time, the remaining 4 hours would appear under a different job location distinguishing the pay rate difference. All jobs worked are labeled by contract and have a designated number as well as a wage rate.

2. Regardless whether or not the employee is working on a County Living Wage Contract, all jobs have an allocated job number for the facility he/she works, even if the pay rate is the same. This distinguishes where he or she works. The job numbers are also issued for billing purposes.
- v. Overtime is calculated on the basis of an employee working anything over 8 hours in a twenty-four hour period. Whatever wage rate the person is making at the time overtime begins will be automatically calculated by our SAFES system. Our software is updated with current California Overtime Labor Laws and automatically calculates the overtime and cannot be circumvented.



Fax #: (213) 580-1414

WEEKLY SIGN-IN SHEET

In upper block enter time shift start under the appropriate day using military time. In lower block enter time shift ended under appropriate day, again using military time. Using military time, enter total number of hours for each day in the "DAILY" block. Total these daily hours in the far right column block marked "WEEKLY" total.

Pay week ending midnight, Thursday _____
 Month Day Year

Facility Name _____

Facility Address _____

OFFICER MUST SIGN TIMESHEET!

		FRI	SAT	SUN	MON	TUE	WED	THUR
Print Employee Name	Start							
	End							
Employee #	Start							
EMPLOYEE'S SIGNATURE	End							
	Total							
Print Employee Name	Start							
	End							
Employee #	Start							
EMPLOYEE'S SIGNATURE	End							
	Total							
Print Employee Name	Start							
	End							
Employee #	Start							
EMPLOYEE'S SIGNATURE	End							
	Total							
Print Employee Name	Start							
	End							
Employee #	Start							
EMPLOYEE'S SIGNATURE	End							
	Total							

Securitas PayCheckStub Explanation

1. Address of Securitas's local main office.
2. Employee payroll number, assigned by World Headquarters' Office.
3. Employee name.
4. Social Security Number.
5. Check Number or Direct Deposit Advice Number.
6. Number of Securitas's local main office.
7. Period beginning date.
8. Period ending date.
9. Check date.
10. Detail of earnings by contract number, contract name, earning type and rate of pay.
11. Number of hours.
12. Extension of hours time rate of pay, or flat dollar amount paid per earnings line.
13. Pre-tax benefit deduction information, by type of deduction, such as pretax medical premium deduction or 401k deduction. Current and year to date dollars, and subtotal.
14. Tax deduction information, by type of deduction, such as Old Age Social Security (FICA I) and Medicare tax (FICA II), Federal, State and Local Income Tax withholding, State Disability, withholding status and number of allowances or additional withholding. Current and year to date dollars, and subtotal.

SECURITAS		①		Employee No. Employee Name Social Security No. Check Number		② ③ ④ ⑤	
Hours and Earnings		Taxes and Deductions		Main Dept.		Period Begin Period End Check Date	
Description/Rate	Hour/Units	Current Description	Current Year-to-Date				
063270MCCONNELL DOUGLAS COST @ 8.90			80.00 712.00 PRE-TAX DEDUCTIONS				
	⑩		⑪	TOTAL PRE-TAX DEDUCTIONS		⑬	
				TOTAL TAX DEDUCTIONS		⑭	
				TOTAL TAX DEDUCTIONS AFTER-TAX DEDUCTIONS		⑮	
				TOTAL AFTER-TAX DEDUCTIONS		⑯	
Gross Less Pre-Tax Taxable Earn Less Taxes		Less After-Tax Rehib.		Net Pay Current		Net Pay Distribution	
Current	⑯						
YTD	⑰						⑱
⑲ THIS IS A STATEMENT OF YOUR EARNINGS AND DEDUCTIONS. PLEASE DETACH AND RETAIN FOR YOUR RECORDS * FEDERAL PRE-TAX STATE PRE-TAX DETERMINED BY STATE LAW							

15. After-tax deductions such as state license fees, drug testing, wage assignments, union dues and initiation. Current and year to date dollars, and subtotal.
16. Summary of current gross earnings, pre-tax deductions, taxable earnings, taxes, after tax deductions, reimbursements and net pay.
17. Summary of year to date gross earnings, pre tax deductions, taxable earnings, taxes, after tax deductions, reimbursements and net pay.
18. Summary of distribution of total net pay, listing the amounts sent to the bank via direct deposit, and the balance in the check amount.
19. Message line.

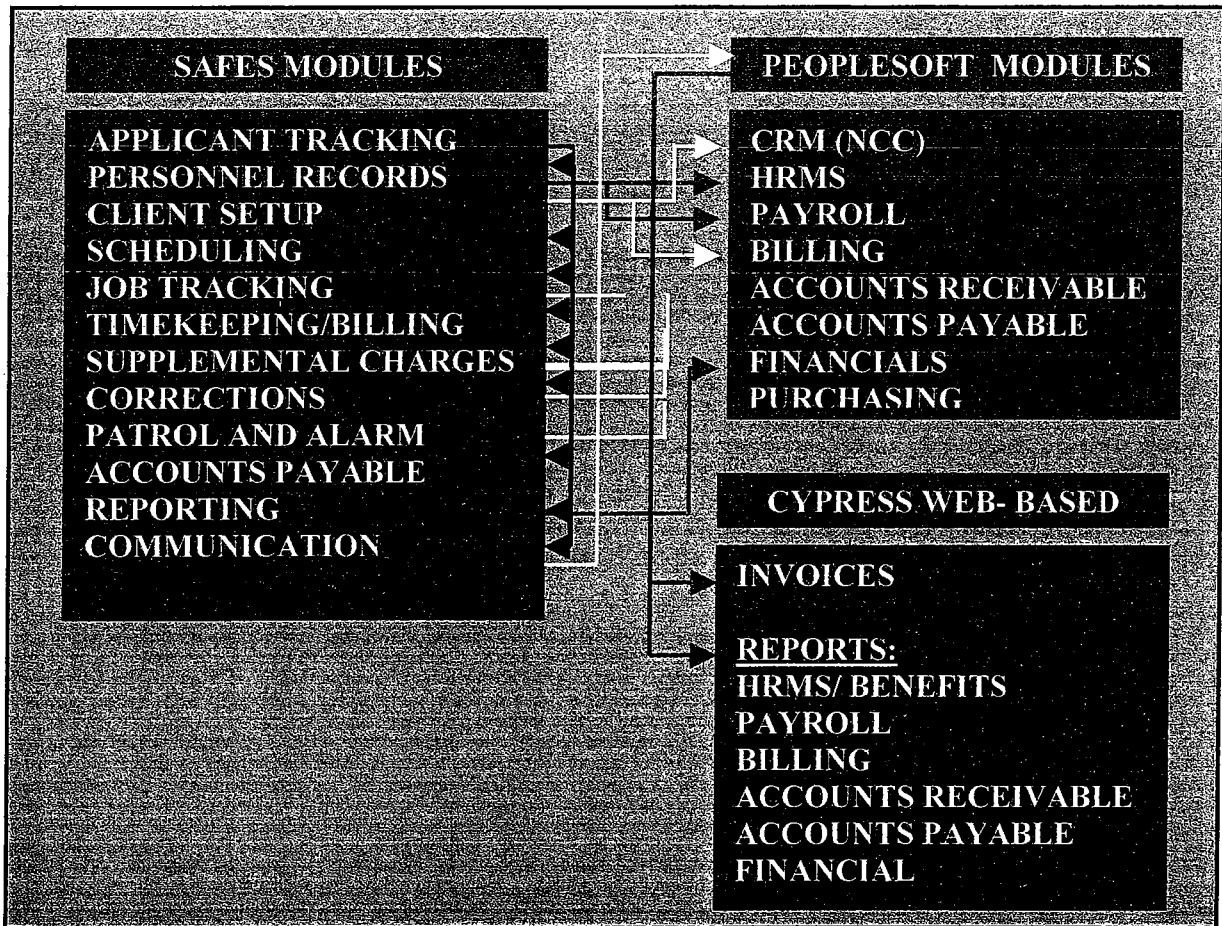


TECHNOLOGY

SECURITAS AUTOMATED FIELD ENTERPRISE SYSTEM (SAFES)

One of the most important concerns of our clients is learning about the corporate investment in internal control systems and how these systems support us in managing our business at the local level. Clients have often stated that they did not want a “paper and pencil” approach to account administration. They are pleased when they hear how payroll, billing, training, salary administration, timekeeping, scheduling and other local tracking functions can be managed within an integrated system. Our computerized stand-alone proprietary scheduling system SAFES, and its integration with our PeopleSoft ERP platform, allow all of these processes to be managed on site. This advanced setup, along with our benefits and uniform programs, contribute to Securitas’ ability to satisfy our client needs, and attract and retain our officers.

Securitas’ exclusive computerized management and scheduling tool SAFES, developed by security people for security people, combined with the PeopleSoft suite of CRM, HRMS, Financials, Payroll, Billing, Accounts Receivable, Purchasing and Accounts Payable, has taken security services and reporting to a higher level.



SAFES FUNCTIONALITIES:

1. The Applicant Tracking System (ATS) automates the applicant flow process, and retains all basic information, including interview results and EEO data.
2. Personnel Records, including employee wages, addresses, bio, certification and compliance data, assigned departments, availability and disciplinary actions are stored and maintained.
3. Client/contract billing and service information are stored and maintained. This includes the selection of invoice formats, billing cycles and billing methods such as consolidated and contract flat invoicing.
4. Scheduling, both Master and Working, is stored and maintained, including Post Names. In conjunction with employee and client information, the scheduling data automatically drives both payroll and billing transactions.
5. The Job Tracking System (JTS) facilitates communication of staffing needs between Operations and HR Departments.
6. The Timekeeping and Billing module maintains the payroll and billing information for each contract and employee, as originated from the Automated Scheduling module.
7. Supplemental Charges and Payments include automated recurring and one time supplemental charges (e.g., Auto Lease). This allows both reimbursement of employee incurred expenses such as mileage and, where applicable, billing of non-hourly charges to clients.
8. Corrections to Payroll and Billing for prior period activity are maintained.
9. The Patrol and Alarm module interfaces with the Scheduling system to manage all services, payroll and billing information relating to patrol routes and alarm responses.
10. The Accounts Payable module is use by field personnel to enter all vendor invoices for payments by the operations center.
11. A Communications module allows branches to preview and upload their weekly data to the operations centers. The data transmitted is routed to the PeopleSoft Payroll, HR, Billing and Accounts Payable ERP systems, from where the employee checks, client invoices, and vendor payments are generated.
11. The Reporting module provides a variety of real time reports to track key indicators, and to assist the Securitas branches in managing their operations and monitoring their profitability.

PEOPLESOFT AND BACK-OFFICE REPORTING FUNCTIONALITIES:

1. SAFES data from all branch locations uploads weekly, and generates all payroll, billing, accounts receivable, accounts payable and financial records.
2. PeopleSoft subsystems produce all checks and invoices which are processed at the Securitas operations centers, and are distributed based on branch instructions and specifications.
3. All key financial reports and invoices are posted into Cypress, our web-based report storage system, which allows all Securitas offices to view and print information on-line. Cypress secures the reports by user at the branch or regional level.
4. Incident Tracking and Reporting is handled by our National Communications Center, offering nationwide coverage 24 hours per day, 7 days per week.



ACCOUNT MANAGEMENT



REGIONAL SUPPORT TEAMS

Securitas' U.S. Security division is divided into 10 geographic regions. The purpose of the regional office is to guide and support the local branch offices that, in turn, support our officers in the field. Placing resources in the field, at the local level where they can be used most effectively, is part of Securitas' effort as the industry leader to add value by being closer to our clients and to our security officers.

While supervisors are the first point of contact for the security officer, officers will, on rare occasions, have questions that need to be escalated to the regional level by their supervisors. These are the main functions performed at Securitas' regional support offices:

REGION PRESIDENT

The region president is essentially the chief executive officer for the region, providing the leadership and vision that drives the quality of our service and promotes the success of the region. The region president directly oversees each of the area vice presidents in their support of the local field offices. With the help of area vice presidents and area managers, the region president directly guides the local field offices that, in turn, support our security officers. The region president maintains client relationships, grows Securitas' business and studies the industry. Region presidents work to improve both the financial performance of the region, as well as the level of service the region provides to its clients and officers.



REGIONAL DIRECTOR OF HUMAN RESOURCES (RDHR)

This team member oversees all aspects of human resources for the region. The RDHR is the first point of contact in all benefits, compensation and general employee welfare questions that for any reason aren't resolved at the field office. The RDHR works closely with corporate employee relations and is a key point of contact for government agencies. Compliance and standards and auditing of personnel records are additional areas of responsibility.

REGIONAL MANAGER OF TRAINING AND DEVELOPMENT (RMTD)

The RMTD not only delivers training, but also trains the trainers. The RMTD meets with clients to help identify training needs, hear suggestions and oversee all employee development programs in the region. In addition, RMTDs promote career pathing, administer the sweepstakes coupons and support all aspects of the "Excellence in Service" program.

REGIONAL CONTROLLER (RC)

This individual reviews the financial status of every Securitas account, and prescribes corrective measures when necessary based on the findings. However, far more often the RC acts proactively, to build and maintain quality accounts, robust offices and strong regions. Many of the questions asked are directly related to compensation: Are wages high enough? Are offices spending enough on uniforms? Are employees being paid accurately? By working to improve Securitas' financial management, the regional controller helps to support everyone at Securitas.

VICE PRESIDENT OF SALES

The VP of Sales is responsible for initiating and maintaining professional-level contacts with prospective clients in the market. The Vice President of Sales carries the Securitas message to promote Securitas' reputation in the security industry and engage prospective clients, as well as looking for best operating practices and networking with security officers to identify prospective clients.

BRANCH SUPERVISION

AREA VICE PRESIDENT (AVP)

The AVP ensures the delivery of high quality client service through regular contact with clients, evaluates service quality, ensures that area and branch offices maintain a consistent focus on high quality client service, and provides guidance and support in the retention of profitable business. The AVP also assists in the orientation of area and branch managers, ensures that area offices and branches have well qualified individuals who are properly trained to carry out the organization's mission, coaches area and branch managers in strengthening their competencies and developing and retaining business, and facilitates teamwork and the implementation of progressive change.

BRANCH MANAGER

The branch manager provides active oversight of all accounts in his/her area. The branch manager facilitates decisions to meet the needs of the Department of Public Works, and meets regularly with the security manager at the Department of Public Works to evaluate service levels.



HUMAN RESOURCES MANAGER

The human resources manager leads the hiring and selection process for all employees, personally interviews each candidate for selection to serve the Department of Public Works account, and manages benefits, employee relations and recruiting.

RECRUITER

The recruiter actively promotes the employment opportunities at Securitas through all sources and works with state and local placement agencies to offer employment opportunities to qualified individuals. These sources include college and university groups and placement and government agencies.

TRAINING MANAGER

The training manager guides the introduction process, site-specific training and continuous training program development; is responsible for the preparation of training materials, classroom presentation and site-specific training; personally reviews all operations at the Department of Public Works to determine the best method of delivering the training; locates the proper training materials; schedules and conducts the training; and is responsible for the supervisory training program and refresher training.

SCHEDULING MANAGER

The scheduling manager ensures that all hours paid to the officers balance with the invoice amount billed to the client, tracks the hours billed to the client specifications and maintains the client and employee data to ensure proper payroll and billing.

ACCOUNTS PAYABLE/ACCOUNTS RECEIVABLE

This individual works with the client representative when a billing discrepancy arises, researches any billing issues and tracks timely payment of all outstanding invoices, processes branch payables, and submits invoices for approval and payment.

SITE SUPERVISION

SITE MANAGER

The site manager is responsible for the management and supervision of the contract security at the site, interfaces with the Department of Public Works security manager on contract security services delivery, and is responsible for all security personnel and services at the Department of Public Works and for the supervision of the site supervisors. The site manager is capable of building teamwork, cooperation and consistency between shifts, and is fully trained and thoroughly knowledgeable of all post orders, operating logs, procedures, practices and site interior/exterior layout.

SHIFT SUPERVISORS

Shift supervisors are responsible for the supervision of site on their respective shifts. They must be capable of building teamwork, cooperation and consistency between shifts, and must be fully trained and thoroughly knowledgeable of all post orders, operating logs, procedures, practices and site

interior/exterior layout. They work under the direct supervision of a site manager, while working closely with the Department of Public Works security management personnel.

FIELD SUPERVISORS

Spearheading field supervision and training for each branch office are the field supervisors. They participate as your non-resident supervisors. It is the responsibility of the field supervisors to administer the continuing training of the officers assigned to each facility. Since this group is a most vital extension of the management team, proper selection and training are important. We have developed formal programs to prepare these individuals which include seminars, classroom training, video instruction, and manuals designed specifically for field supervisors. Some of the responsibilities of our field supervisors are:

1. Field Supervisor Visits: A Securitas supervisor will regularly visit each post, and assures the quality of the security officers' performance and appearance.
2. Field Supervisor On-Site Training: Field supervisors are available to conduct on-site training and follow-up training in all basic security subjects.
3. Field Supervisor/Contact: Securitas field supervisors meet frequently with a client representative to assist in carrying out our regular and special post orders.
4. Field Conformance Reports: Field supervisors, when requested, inspect and leave on-site reports for the client's designated representative.
5. Incident Reports: Field supervisors must respond to security officer requests for assistance, and review each Incident Report. An "Action Taken Report" on the incident is left on-site for review by your management representative.

FLEX FORCE

Normally, Securitas uses the flex force system to fill unscheduled vacancies; i.e., illness, vacation, etc., incurred at your facility. Additional officers are trained at each of our clients' locations and become fully knowledgeable of the duties required at each site. They are on call 24 hours a day and guaranteed 40 hours per week of above average pay to be ready to respond to any such vacancy occurring at your facility. Should the need occur for a large number of additional officers at an individual location, Securitas offices assist each other with a reserve force.



POST CONFIRMATION SYSTEM (PoCo)



A proprietary electronic system which we can implement at the Department of Public Works is our Post Confirmation (PoCo) system. Our National Communications Center oversees our Post Confirmation system which monitors officers without on site supervision. PoCo is an automated check-in system which verifies that posts are staffed by the scheduled officers, and reacts to open post situations in an effective and timely manner by alerting the dispatcher that an officer has not reported for duty. The system can also leave recorded messages for

officers and supervisors to pass along special post instructions and recorded messages called in from a post.

SECURITY OFFICER TOUR CONFIRMATION SYSTEM

Securitas can verify security officer inspection performance through our Tour Confirmation (ToCo) System. Our system utilizes inexpensive steel-encased computer chips to record tours and incidents. These chips are installed on particular pieces of equipment or at locations that require checks by security personnel. Chips are non-reproducible and virtually indestructible, affording the best assurance that the assigned officer is conducting tours. Data collection probes are issued to security officers making tours and inspections. The probes are immune to weather and electrical interference. Our software package allows for system enhancements and is easily adaptable to perform facility inspections and to track physical assets.

PROOF OF VISIT SYSTEM (POV)

Another of our technology advances is our Proof of Visit (POV) system. Our supervisors document their inspections and provide simple, easy to read, detailed reports complete with date, time and activities. Using the same touch memory technology as our Touch-ToCo discussed above, supervisors first read their chip ID with the touch probe. Upon arrival at a site, they simply touch the probe to the chip that is permanently affixed at the post they are visiting and the record begins. When the probe is downloaded at the end of the day, a record of the building location, date and time of the visit and all incidents and occurrences are generated in report form.



NATIONAL COMMUNICATIONS CENTER

Securitas has a 24-hour National Communications Center in Parsippany, NJ. The Center is staffed by security-trained operators who are employees of Securitas. The Center is assured of continuous operation, providing its own uninterrupted power supply, diesel electric generation, and multiple telecommunication providers and includes domiciling facilities for extended emergencies. The Center is also equipped with the latest telephone and computer technology; assuring calls are placed into the proper priority queues and in accordance with operating procedures. All activities conform to published service levels and all calls are voice monitored with playback cassette tapes available for individual call review and documentation.

VERIFICATION OF PROPOSAL

DATE: 11/15, 2005		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Securitas Security Services			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Carol Mitchell			
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 IS: Branch Manager			
PROPOSER INFORMATION			
6. Proposer's full legal name:	Securitas Security Services USA, Inc.		
7. Proposer's fictitious business name or dba (if any):			
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: Parsippany, NJ		
	State of incorporation: Delaware		
	President/CEO: William Barthelemy		
	Secretary: James Fox		
<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)	Title	Phone	Fax
Carol Mitchell	Branch Mgr.	213-580-8826	213-580-1414
Street	City	State	Zip
1055 Wilshire Blvd	Los Angeles	CA	90017
Name(s)	Title	Phone	Fax
John Phillips	Area V.P.	213-637-5500	213-637-5519
Street	City	State	Zip
3333 Wilshire Blvd	Los Angeles	CA	90010
Name(s)	Title	Phone	Fax
Anthony Sabatino	Region President	714-541-4277	714-480-7724
Street	City	State	Zip
500 S. Main St	Orange	CA	92868
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input type="checkbox"/> (1) I am making these representations on my personal knowledge;			
OR			
11. CHECK ONE: <input checked="" type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			
Type name and title:	Carol Mitchell, Branch Manager		



CERTIFICATE OF AUTHORIZATION

I, Michael Luke, as the Director of Business Affairs – Contracts & Licensing of Securitas Security Services USA, Inc., a Delaware corporation (the “Company”), do hereby certify that, to the best of my knowledge, Carol Mitchell, as a Branch Manager of the Company, is authorized to sign contracts and bids on behalf of the Company and bind the Company thereto.

Michael Luke *11/16/05*

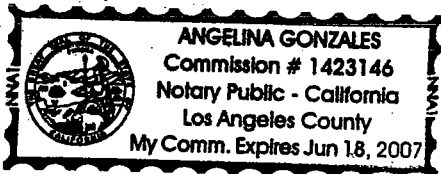
Michael Luke Date

[SEAL]

Subscribed and sworn to before me this 16th day of November, 2005.

Angelina Gonzales

Angelina Gonzales
Notary Public



**CERTIFICATE OF ASSISTANT SECRETARY
OF
SECURITAS SECURITY SERVICES USA, INC.,
a Delaware corporation**

The undersigned, Albert Y. Park, hereby certifies that:

1. He is the duly elected and acting Assistant Secretary of Securitas Security Services USA, Inc., a Delaware corporation (the "Company").
2. The following resolutions were duly adopted by the Board of Directors of the Company as of September 15, 2003:

RESOLVED, that the Company authorizes the Region Presidents, Area Vice Presidents, Area Directors, Area Managers and Branch Managers of the Company to approve and execute bids, proposals, contracts, license applications and bonds, in connection with the furnishing of security services and other services, including implementing documents in furtherance of those items specifically enumerated above, which shall be binding upon this Company, subject to compliance with the Company's Contracts Policies and Procedures in effect from time to time;

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company may certify and provide a copy of these resolutions upon request to interested parties, and that such certification shall be evidence without further action being required on the part of the recipient, that the person executing the bid, proposal, contract, license application, bond, or implementing document, to which such certification refers or is attached, was properly authorized or designated to sign such bid, proposal, contract, license application, bond, or implementing document and that the same is binding upon this Company in all respects; and

FURTHER RESOLVED, that the foregoing resolutions shall be effective as of July 1, 2003 and shall supersede any previous resolutions of the Board relating to the subject matter of the foregoing resolutions.

3. Said resolution has not been amended or rescinded and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary as of the 16th day of November, 2005.

[seal]



ALBERT Y. PARK, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

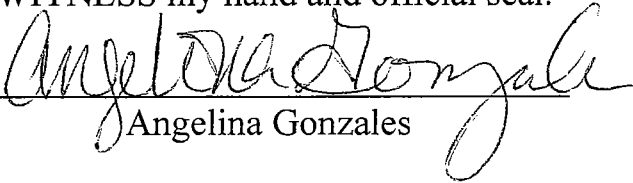
County of Los Angeles

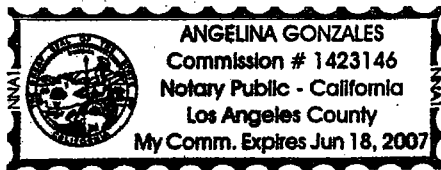
On November 16, 2005 before me, Angelina Gonzales, Notary Public,
personally appeared Albert Park:

- personally known to me
 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.

WITNESS my hand and official seal.


Angelina Gonzales



**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: Securitas Security Services			
Company Address: 1055 Wilshire Blvd #1860			
City: Los Angeles	State: CA	Zip Code: 90017	
Telephone Number: 213-580-8826			
(Type of Goods or Services): Security Guard Service			

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.

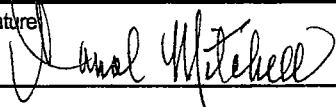
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

 "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: Carol Mitchell	Title: Branch Manager
Signature: 	Date: 11-18-05

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: LA COUNTY DEPT OF PUBLIC WORKS
 SERVICE BY PROPOSER: SECURITAS SECURITY SERVICES USA INC
 PROPOSAL DATE: 11-21-05

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

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	1	2	3	3	7	16	7
2. Total dollar amount of Contracts (in thousands of dollars)	1K	2.5K	3.4K	3.4K	7.8K	18.1	8.2K
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	1	3	3	3	1	13	2
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	1	1	0
6. No. of lost workdays	1	61	123	8	193	386	87

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.

11-17-05 SHARON GONZALES
 Name of Proposer or Authorized Agent (print)

[Signature]
 Signature

11/17/05
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Carol Mitchell sole owner general partner managing member President, Secretary, or other proper title) _____of Securitas Security Services

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:

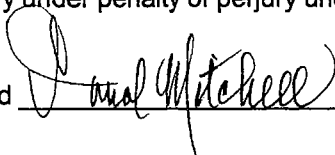
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of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



Date



PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Securitas Security Services
Address	1055 Wilshire Blvd #1860, LA, Ca 90017
Internal Revenue Service Employer Identification Number	71-0912217

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

Proposer	Securitas Security Services	
Authorized representative	Carol Mitchell, Branch Manager	
Signature	<i>Carol Mitchell, Branch Manager</i>	Date 11-18-05

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: Securitas Security Services

My County (WebVen) Vendor Number: 11764801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure: Sole Partnership Corporation Nonprofit Franchise
 Other (Please Specify):

Total Number of Employees (including owners): 115,376

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	Publicly		297	103	23,545	12,924
Hispanic/Latino	Traded		213	49	9,477	2,805
Asian or Pacific Islander	Corporation		38	18	3,970	657
American Indian			7	6	515	165
Filipino						
White			1,708	537	45,923	12,419


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	Unknown%	as we are%	publicly %	traded company %	%	%
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: Branch Manager Date: 11-18-05

GAIN/GROW EMPLOYMENT COMMITMENT

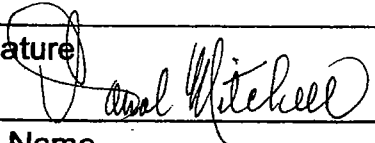
The undersigned:

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

OR

declares a willingness to consider GAIN/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/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 Branch Manager
Firm Name Securitas Security Services	Date 11-18-05

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name: <p style="text-align: center;">Securitas Security Services</p>	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

No review requested

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____
Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Securitas Security Services

Company Name

1055 Wilshire Blvd, Los Angeles, CA 90017

Address

71-0912217

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 or 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

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. () ()

Signature

Date

Carol Mitchell, Branch Manager

Name and Title (please type or print)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
Not applicable		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

In requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194):

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full-and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly Quarterly Bi-Annual

- Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): SRC-CNA

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

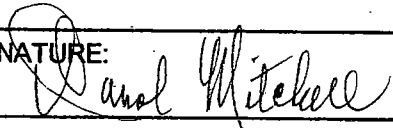
Monthly

Quarterly

Bi-Annual

Annually

Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Securitas Security Services	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 11-18-05
PLEASE PRINT NAME: Carol Mitchell	TITLE OR POSITION: Branch Manager

Bid Detail Information

Bid Number : PW-ASD 261
Bid Title : Armed and Unarmed Security Services for Public Works Headquarters Complex
Bid Type : Service
Department : Public Works
Commodity : GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)
Open Date : 10/26/2005
Closing Date : 11/21/2005 5:30 PM
Bid Amount : \$ 550,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Armed and Unarmed Security Services for Public Works Headquarters Complex. The total cost of this service is estimated to be \$550,000.

Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, Proposer possessing, at the time of proposal submission, a valid California issued security license to perform the requested work as well as five years' experience in providing security services at facilities of similar size and complexity. Proposers will be required to submit a 10 percent Bid Bond with their Proposals.

If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Monday, November 7, 2005, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, November 21, 2005, at 5:30 p.m. Please direct your questions to Ms. Gordo at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Leticia Gordo
Contact Phone# : (626) 458-4057
Contact Email : lgordo@ladpw.org
Last Changed On : 10/31/2005 2:59:52 PM

[Back to Last Window](#)

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: AKAL SECURITY, INC

My County (WebVen) Vendor Number: 05127901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure: Sole Partnership Corporati Nonprofit Franchisee

Other (Please Specify):

Total Number of Employees (including owners): 11,100

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

Race/Ethnicity	Male	Female	Total	Male	Female	Total
Black/African American	16	3	19	32	725	744
Hispanic/Latino	15	3	18	1308	389	1697
Asian or Pacific Islander	9	3	12	516	215	731
American Indian	1	0	1	59	27	86
Filipino	1	0	1	15	2	17
White	1	2	3	123	619	742

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	%	%	%	%	%	33 %
Women	%	%	%	%	%	67 %

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: [Signature] Title: SR. VICE PRES Date: 11-19-05

DAYA S. KHALSA

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: Securitas Security Services
 My County (WebVen) Vendor Number: 11764801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A 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 AM
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 115,376

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

Race/Ethnic Composition	Publicly Traded		Nonpublicly Traded		Total	
	Male	Female	Male	Female	Male	Female
Black/African American			297	103	23,545	12,924
Hispanic/Latino			213	49	9,477	2,805
Asian or Pacific Islander			38	18	3,970	657
American Indian			7	6	515	165
Filipino						
White			1,708	537	45,923	12,419

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	Unknown	as we are	a publicly	traded	company	%
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: *[Signature]* Title: Branch Manager Date: 11-18-05

**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: Diamond Detective Agency, Inc./dba/Cost Services

My County (WebVen) Vendor Number: 36-2697267

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): approximately 950

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

Race/Ethnic Composition	Owners/Partners/Associate Officers		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	36	25	190	86
Hispanic/Latino	0	0	11	4	28	11
Asian or Pacific Islander	0	0	2	0	5	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	1		41	14	209	66

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	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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.) N/A

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:

11/18/05

**County of Los Angeles
Request for Local Small Business Enterprises (SBE) Preference Program Consideration and
SBE 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: International Services, Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A 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 AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 1520

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

Race/Ethnicity	Male		Female		
	Count	Percentage	Count	Percentage	
Black/African American	2	1	208	120	
Hispanic/Latino	2	1	237	92	
Asian or Pacific Islander	0	0	113	35	
American Indian	0	0	7	0	
Filipino	0	0	0	0	
White	2	3	1	461	235

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	%	%	%	%	%	%
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
N/A					

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: Vice President Date: 11/21/05

Capabilities Of Securitas Security Services

Securitas is the largest security provider in the United States and the largest in the County of Los Angeles. The following pages will provide you with our historical background, scope of services and experience as it relates to the Department of Public Works. Of special note, nationally, are 26 nuclear facilities, The World Bank, the United States Strategic Petroleum Reserve, and every General Motors and Intel facility in the United States. In Los Angeles County we provide security to local names such as Ralph's Supermarkets, Albertson's, Universal Studios, NBC, CBS, and Dreamworks Studios.

Relative to the Department of Public Works, Securitas provides service for multiple office and facility locations in Los Angeles County for the Office of Public Safety, additionally, Martin Luther King Drew Medical Center and over 40 locations for the County of San Bernardino. Also, we are the current service provider for the Los Angeles Department of Public Works headquarters building and in the past have provided service for the various DPW facilities.

As applies to your headquarters building, we have on staff personnel who can train officers and supervisors in fire/life safety and will be available for your facilities.

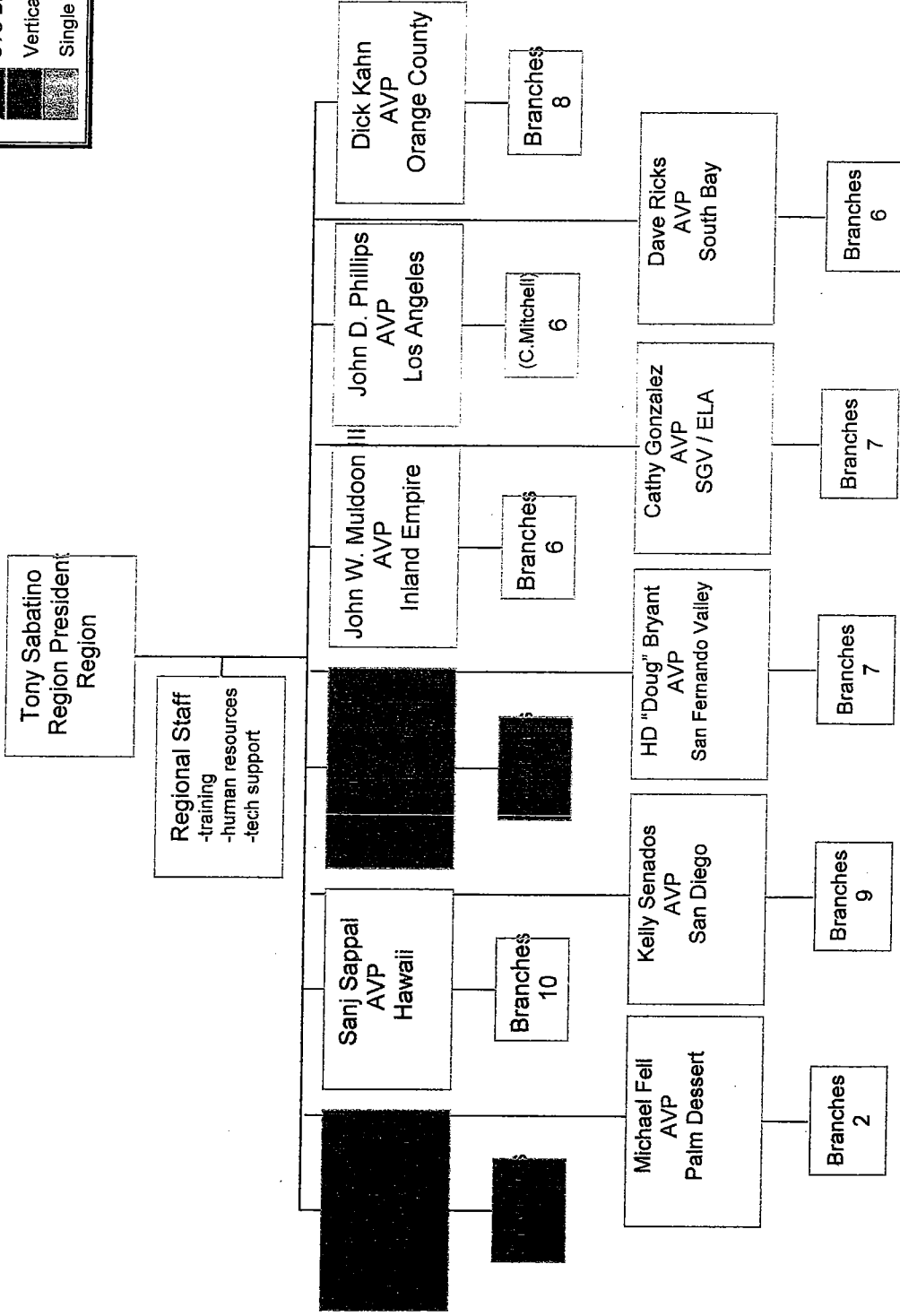
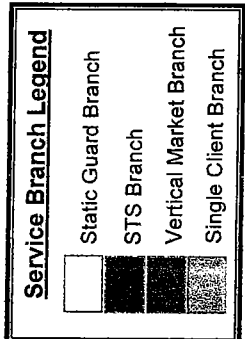
Background

In the back of this section is a short history of Securitas Security Services.

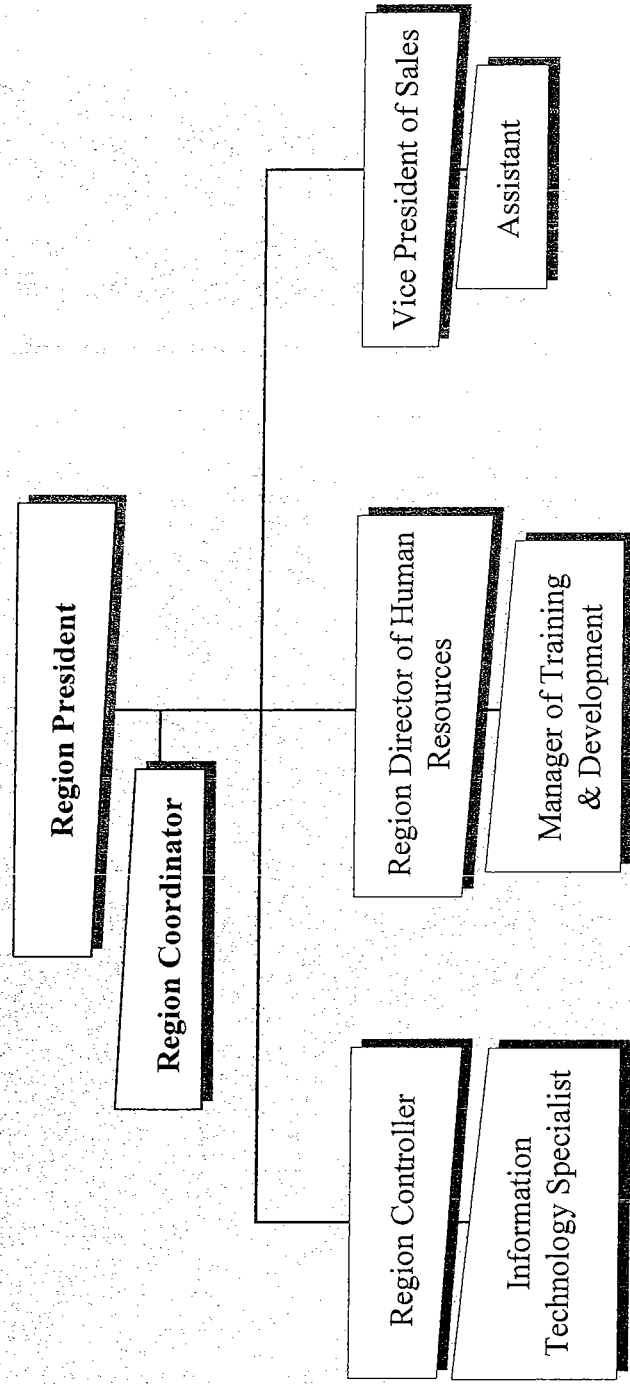
Organization

The Securitas organization is divided into ten regions with the Southern California/Hawaii region being the largest in the U. S. Annual revenues just for this region are over \$250 million. The U. S. organization provides security service revenue in excess of \$3 billion annually and over \$6 billion internationally. An organization chart for Southern California can be found on the next page.

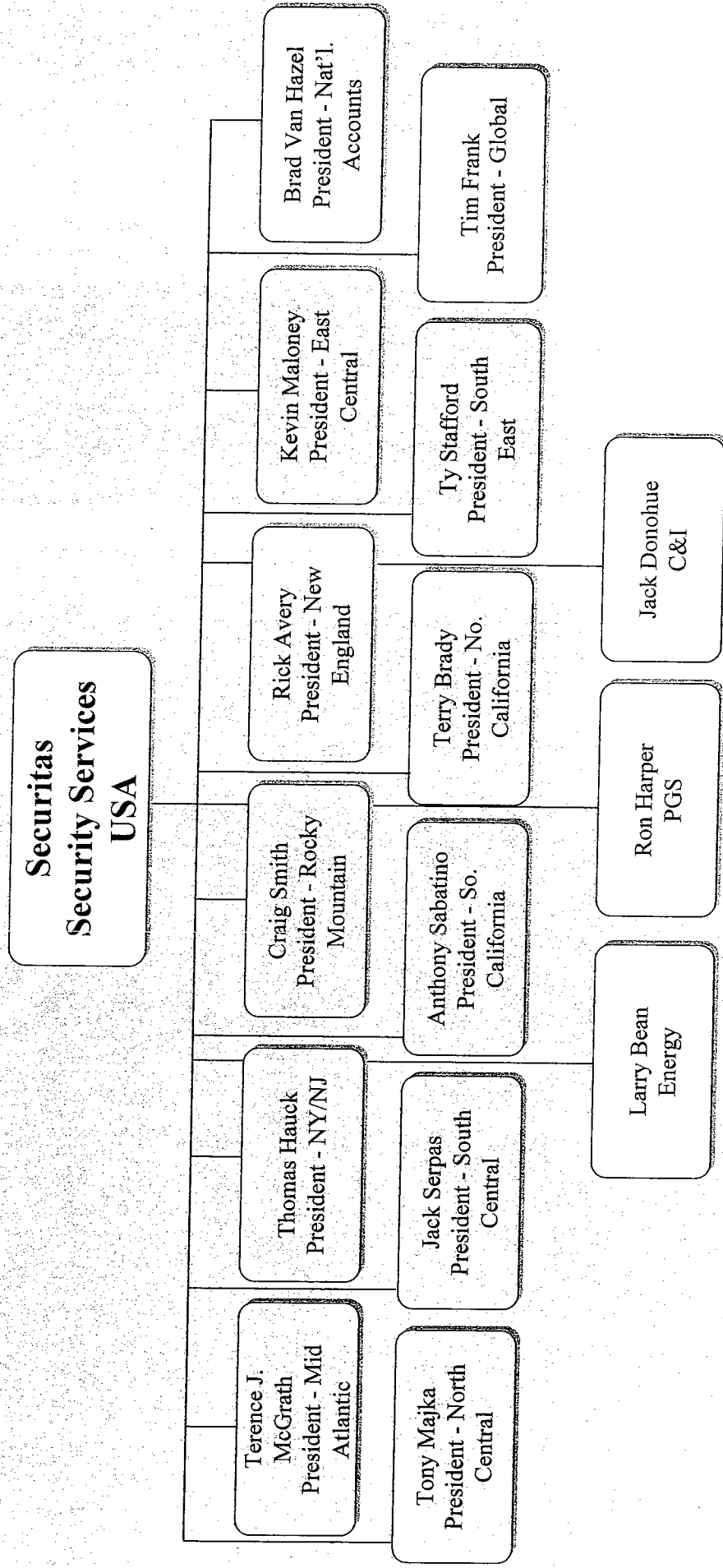
Southern CA / Hawaii Region



Typical U.S. Regional Organization



U.S. Organization



Geographical Regions National & Global Speciality



Staff & Key Personnel

The key staff individual is the Securitas Branch Manager, Carol Mitchell. A resume follows in this section. She is supported by the Area Vice President, John Phillips and the Regional President, Tony Sabatino. From human resources to training support the regional organization provides every branch and every client all of the support it needs to be provided high quality security service. Requested resumes are located in the back of this section.

Experience

~~Whereas Securitas has been providing security guard service since 1850, we have not~~ only far more than the five years required but also far more experience than any other bidder on this project.

Our previous experience with regard to "services of the type described in these specifications" starts with your own headquarters and facilities. In that we are the current security contractor to your headquarters and in the past have provided service to your "various facilities" we are well versed on the issues required to provide you with the security service that you need.

Capabilities Comparison Summary



Competitor

<u>Officer Screening:</u>		
Drug screen	X	_____
Criminal check—misdemeanors & felonies	X	_____
7 Year reference check	X	_____
Psychological survey	X	_____
High school education or GED	X	_____
Read, write, & speak English	X	_____
Two personal interviews	X	_____
Plus specific client requests	X	_____
 <u>Uniforms:</u>		
Free to officer	X	_____
Free replacements	X	_____
Multiple client options	X	_____
 <u>Employee Benefit Package:</u>		
Medical	X	_____
Dental	X	_____
Vision	X	_____
401k	X	_____
Life insurance	X	_____
Paid vacation	X	_____
Disability coverage	X	_____
Quarterly officer news magazine	X	_____
 <u>Officer Training:</u>		
Pre-assignment	X	_____
On-site	X	_____
Advanced programs	X	_____
Specialized: Hi-rise, facilities, & others	X	_____
 <u>Financial Stability:</u>		
\$ 3 billion in annual revenue (U.S)	X	_____
 <u>Service Quality Audits:</u>		
Monthly	X	_____
 <u>Facility Security Surveys:</u>		
At the start and annually thereafter	X	_____
 <u>Technology:</u>		
Computerized post orders	X	_____
Tour confirmation system	X	_____
Post confirmation system	X	_____
Security incident reporting system	X	_____
AlertLine—anonymous employee call line	X	_____
Communications center	X	_____
 <u>Offices:</u>		
Locally: 18 in Southern California	X	_____
Small branches & personal service	X	_____
Nationally---270 in the United States	X	_____
 <u>Additional Resources:</u>		
Patrol service	X	_____
Alarm response	X	_____
Consulting and investigations	X	_____
Executive protection	X	_____
Risk management	X	_____
Alarm systems—combined contracts	X	_____
Strike coverage	X	_____
Extensive manpower: 9,000 officers in Southern California	X	_____
Mailroom staffing	X	_____
Transportation and supply chain expertise	X	_____

COMPANY HISTORY

OVERVIEW

Securitas Security Services USA, Inc. (Securitas) is the largest provider of security officer services in the United States. Securitas has more than 350 branch office operations throughout the U.S. and employs approximately 100,000 security officers. Securitas' U.S. revenues in 2004 were over \$2.5 billion.

The parent company of Securitas is Securitas AB, the world's largest provider of security services. Securitas AB is a publicly owned company which is headquartered in Stockholm, Sweden. Securitas AB has approximately 200,000 employees worldwide, with established operations in over 30 countries and the ability to provide services in approximately 90 countries worldwide. Securitas AB's 2004 revenues were in excess of \$8 billion.

ABOUT SECURITAS AB

Securitas had a visionary approach to security. The company had high ideals and set the standards for quality, service and professionalism that revolutionized the field. In 1934, when Securitas' founder, Erik Philip-Sörensen, established the forerunner of Securitas, a private security firm in Helsingborg, Sweden, he created a model for Western Europe of how a guarding company should be run. He pioneered training and developed a cooperative effort with the fire department to ensure that his guards possessed firefighting skills. In the late 1940s, after the two world wars, the demand for more advanced security services increased. Securitas Alarm was formed to offer technology as a complement to the guarding services. In 1972, all of Philip-Sörensen's companies were gathered under the collective name Securitas, the Latin word for security.

Securitas' high ethical nature was another distinguishing characteristic of the company. The firm's core values were summarized in three words—*Integrity*, *Vigilance* and *Helpfulness*. These were the guiding principles for Securitas employees. A logo with three red dots, representing each of the values, was created. It became the recognized symbol for Securitas in Sweden, and later throughout Europe, as the company expanded over the next two decades, acquiring existing security businesses to develop and refine.

ABOUT SECURITAS SECURITY SERVICES USA, INC.

In 1999, when Securitas AB entered the U.S. market by acquiring Pinkerton, the company became the largest security firm in the world. At the time, Securitas AB was already the leading protective services company in Europe, but few here in America were aware of the firm's stature in the industry or the respect associated with its name.

Like Securitas AB, Pinkerton had a rich history dating back to 1850 in Chicago, when Allan Pinkerton, the “original private eye,” founded Pinkerton’s National Detective Agency. Pinkerton was employed to protect railroad property and first gained fame for exposing the activities of a band of counterfeiters. In 1861, he achieved national recognition when he uncovered and foiled a plot to assassinate Abraham Lincoln. Soon after the outbreak of the Civil War, Pinkerton helped organize a federal secret service, of which he became chief. His pursuits of notorious outlaws such as Jesse James, the Reno brothers, and the Wild Bunch (a group of bandits led by Butch Cassidy and the Sundance Kid) brought extraordinary visibility to his agency.



*Allan Pinkerton
Founder
Pinkerton’s National
Detective Agency*

In 2000, Securitas AB acquired another legendary, American private security firm, Burns International. Founded in 1909, the William J. Burns Detective Agency was also headquartered in Chicago. Burns was a man of integrity who had served as a national crime watchdog. During his career, he was known as “the greatest detective the U.S. had ever produced.” In 1921, he was appointed director of the newly formed Bureau of Investigation that later became the FBI. Burns’ drive, determination and commitment to service helped his company grow from a small detective agency to the second largest security provider in the U.S.

That same year, Securitas AB made a number of other U.S. acquisitions. First Security, American Protective Services, Doyle Protective Service, Smith Security, and APG Security were all purchased, giving the company a strong American foundation. The acquisitions also positioned Securitas AB as

the market leader in the United States.

In July 2003, all of the U.S. operations of Securitas AB united under the single name of Securitas Security Services USA, Inc.



*William J. Burns
Founder
William J. Burns
Detective Agency*

Anthony Sabatino, Region President

Region: Southern California/Hawaii

States covered: Southern California and Hawaii

Previous positions: 14 years with Securitas/Burns International Security Services, including Senior Vice President, Area Vice President, Regional General Manager, General Manager, Operations Manager, Business Development Manager in several locations, including Northern New Jersey, Dallas, Texas, Houston, Texas and Syracuse, New York.

Associations: American Society for Industrial Security (ASIS) International, California Association of Licensed Security Agencies, Guards and Associates, Legislative Committee Chairman

Education: B.S., Economics and Business Administration, Wagner College, New York, New York

John Phillips, Area Vice President, Los Angeles,

John Phillips reports directly to the Region President and is the Area Vice President designated to oversee Metropolitan operations and coordinate with other Area Vice Presidents throughout the Region. Within our organization, the AVP ensures the delivery of high quality client service through regular contact with clients; evaluates service quality; ensures that area and branch offices maintain a consistent focus on high quality client service; provides guidance and support in the retention of profitable business. AVPs assist in the orientation of area offices and branch managers; ensures that area offices and branches have well qualified individuals who are properly trained to carry out the organization's mission. The AVP coaches area and branch managers in strengthening their competencies and developing and retaining business. The AVP facilitates teamwork and the implementation of progressive change. John Phillips supervises our dedicated MWD Project Manager, who, in turn, oversees all aspects of our service delivery to Metropolitan. John has more than twenty-five years in Security/Loss Prevention management. He was the Quality Assurance Manager for the Burns Southwest Business Unit and is experienced in loss prevention with several fortune 500 companies. He was the Director of Loss Prevention for Food 4 Less Supermarkets, Inc.; Los Angeles Department of Water and Power; and Wickes Companies, Inc. Worldwide Operations before joining Burns International Security Service. He was also a loss prevention consultant, providing security assessments and analyzing security staffing for several Los Angeles companies. Additional experience includes the Detroit Police Department with assignments in the burglary squad and tactical mobile unit and with the U.S. Army, Military Police in Vietnam. He has been a member of the American Society for Industrial Security (ASIS) since 1973 with a business major from Grand Valley State University.

CAROL A. MITCHELL

EDUCATION	Graduate of Columbia High School, Magnolia, Arkansas Graduate of University of Arkansas, Pine Bluff With A Degree in Music and a Minor In Business
EXPERIENCE	Upon Graduation, I resided in Arkansas and was employed as a Teacher with the Emerson Arkansas School District For Five Years. After relocating to California I was employed In The Liquor Industry. For Five Years As A Liquor Chain Manager where my duties were that of Supervisor of Personnel; Buyer and Payroll and for the next seven and a half years I was employed with National Distillers & Chemical Corporation dba/National Distillers Products Company. I was in charge of all computer equipment procedures; Secretary to the Southern Area Manager; In Charge of Accounts Receivable; Market Research and Sales Analysis. Responsibilities also required an extensive knowledge of the Liquor industry, which included all federal and State regulations. Company relocated to San Ramon, CA in 1982.
From 1982 to Present	I have been employed with Burns International Security Services, now with a name change to Securitas Security Services, USA, Inc. I began my career with the company as a Receptionist/Secretary. Numerous positions have been held over the years including , Scheduler, Supervisor, Client Service Supervisor, Timekeeper/Payroll, Personnel Assistant, Operations Manager; Department of Defense Facility Manager, Area Manager and Branch Manager for the L.A. Government Services Division. In my current position I am responsible for the day to day financial and operational aspects for over fifteen thousand weekly hours and approximately five hundred employees. It is a challenging opportunity that I continue to be excited and fortunate to be a part of.
OBJECTIVES	To always give all that I have in any position and cherish every opportunity available. And, to grow professionally in today's challenging world. I am willing to assume responsibility and work aggressively to achieve individual goals and those of the organization, always mindful of the faith invested in me and my abilities.
ORGANIZATIONS	Delta Sigma Theta Sorority Phi Beta Gamma Honor Society UNCF Big Sister Program of Los Angeles American Security Industrial Society



Work Plan Table of Contents (by letter tab)

- a. Full-time employees
 - b. Response to the Scope of Work
 - c. Additional coverage
 - d. Security training program
 - e. Recruiting and background screening
 - f. Turnover rate of security personnel
 - g. Turnover rate planning
 - h. Officer uniforms
 - i. Security plan---Service Initiation Workbook is in the back cover
 - j. Service Excellence (quality control program)
-

Full-Time Employees

Securitas will use only full-time employees.

Response to the Scope of Work

A. Public Works Contract Manager

Securitas will work with the DPW Contract Manger or Assistant to ensure that we are meeting the scope of work as required.

B. Contracted Facilities

Securitas will provide all of the hours of coverage required in this section. Additionally, will provide additional hours of coverage as needed even on a short notice for a short or long-term basis. ~~With over 6,000 security officers just in LA County, no other contractor has the manpower of Securitas to meet those needs.~~

C. Contractor's Quality Control Plan

Our detailed quality control plan can be found under the tab Service Excellence.

- All items listed in the County's Quality Assurance Plan L.5.a, will be inspected in an on-going basis, daily for some, weekly and monthly for others. The on-site manager will perform these inspections during regular business hours and Sergeants and/or Field Supervisors after hours.
- A checklist will be used as an inspection guideline. Once a deficiency is identified it will be corrected immediately.
- The checklist results will be kept on file and referenced to ensure that in fact the deficiency, if there is one, has been cured.
- In the event of a strike, Securitas, as noted above, has a tremendous manpower base to ensure no breakdown in service. This was demonstrated two years ago with the Los Angeles area supermarket strike as Securitas provided additional officers to those supermarkets that needed it. We utilized ten different Securitas offices in the LA area.

D. County's QA Plan

Securitas has reviewed Exhibit L.5.a, and will ensure that these requirements will be met.

E. Description of Services Performed

We have reviewed Basic Function, Statement of Performance Standards, Knowledge and Skills, and Attendance. Securitas officers will have an understanding of and meet or exceed each of those DPW expectations. Officer candidates whom cannot do so will not be hired. If there is a shortcoming of an officer on site, the officer will be counseled and or terminated as needed.

Reports and Logs: Daily Log sheets will be kept for each officer shift and Incident Reports will be filled out as needed for events that need more detail than would be filled out in the Daily Logs. Also, the DPW Contract Manager will be advised immediately of important events and a report filled out within two hours.

Supervisor's Inspection: officers will be inspected every shift and at a minimum, we will meet monthly with the DPW Contract Manager.

Office for Inquiries: Securitas maintains a servicing office for the DPW at 1055 Wilshire Blvd, Los Angeles, CA. A "live" person takes phone calls on a 24 x 7 basis. A log of any complaints will be made for response and review.

F. Contractor's Employee Criteria

Contractor's Security Officer General Requirements: We will ensure that our officers meet all of the requirements of this section. As proof, we do so currently under the DPW Headquarters contract and will do so there as well at DPW Facilities.

Other Contractor Obligations: again, Securitas does and will continue to meet all of the obligations in this section.

Security Regulations: all of the security regulations in this section will be followed. Additionally, the standards of conduct for security officers will become a part of the Post Orders and all officers will be given training and counseling on this list.

Emergency Conditions at Facility: all Securitas officers shall be subject to the the direction of the DPW Contract Manager in the event of an emergency. Also, as officers assigned to the DPW are not part of a union they will be willing to cross picket lines if needed.

G. Contract Administration

DPW Contract Manager: we understand that this person is our primary line of communication regarding the DPW security service program.

Securitas Account Executive: Carol Mitchell, Branch Manager, LA County Government Services, is the Account Executive for this account. Her resume is enclosed in the Capabilities section of this proposal.

Contract Director: Carol Mitchell is currently and will continue to be the Contract Director on the Headquarters project. She will also be the Contract Director on the Facilities project. She is currently and will continue to fulfill all of the requirements required in this section. Her English skills are excellent.

Other Contractor Personnel: Securitas large supervisory labor pool allows us to ensure that you will have more than enough competent staff to fill all positions.

H. County Furnished Items

We understand what equipment the County will provide, including radios. A list of the equipment provided to us will be made, with its condition, upon assignment of the contract. Lost or damaged equipment will be replaced or reimbursed and at the end of the contract all equipment will be returned in good working condition.

I. Contractor Furnished Items

Securitas will provide to our officers, at no cost to them, all of the uniform items as listed in 1, working materials, time clocks (if needed), and all of the equipment as listed in 5---if needed by the officer.

J. Weapons List

The DPW Contract Manager will receive a list with the make and serial number of each security officer's revolver.

K. Identification Badges

All officers will wear a Securitas photo-ID badge and, as required at headquarters, a DPW issued photo-ID badge as well. Loss or theft of the DPW badge will be reported immediately.

L. Specific Tasks

Once awarded the contract Securitas will prepare a set of Post Orders (DPW "Beat Instruction Books") which shall include all of the Security Officer, Supervisor, and Contract Director's tasks as listed in parts 1, 2, and 3 in this section. It will also include standards of conduct as referenced earlier.

Regulations and Forms: our personnel will adhere to all laws regarding licensing and the Powers of Arrest training. Also, forms in Exhibit E, F, G, and H will be filled out as needed. These forms will also be incorporated into the Post Orders.

Performance Requirements Summary: we are very familiar with Exhibit I and will incorporate it into our Service Excellence (quality control) program. We also understand that it will be used as a "criteria for acceptable or unacceptable performance." We understand the random sampling and inspection procedures that will be used. We also understand the financial penalty for unacceptable

performance---and we welcome it! Securitas believes that the DPW should **not** have to pay for poor or non-performance.

Special Criteria for Security Personnel: all of the background screening requirements in a, b, and c of this section are addressed in the Recruitment and Screening section of this proposal. No security contractor bidding on this contract performs the screening that Securitas does including many items not required by the DPW or the State of California such as: a drug screen, a psychological screen for a tendency toward theft (Stanton Survey) and an additional psychological screen for armed officers for emotional stability (P.S.I.).

A resume of each prospective security officer and supervisor candidate will be provided to the DPW including all of the general information, employment history, military record—if applicable, and criminal record.

Candidates for all positions will meet the requirements listed in e. through j. Additionally, all will possess the certifications listed in section k. Securitas is able to track expiration dates of these certifications in our payroll/billing system—SAFES.

Employees under 18 are not hired by Securitas. All candidates are tested on their ability to read, write, and speak clear English.

M. Minimum Level of Compensation

All security personnel will be paid no less than the wages listed by position in this RFP.

N. Background Investigations

Securitas will complete all required background investigations as noted above and in the Recruitment and Screening section of this proposal. All screening will be documented and is available for review by the DPW.

Also, as described in the Training section of this proposal (tabs Work Plan-D), we will perform all of the training required in this RFP. All training will be documented and is available for review by the DPW.

O. Liquidated Damages

Securitas understands all of the issues in this section.

Additional Coverage

The Securitas office servicing this contract employees over **400 security officers**, most of whom want extra work when it is available. In addition we have seven additional Securitas offices in Los Angeles County that have manpower than we can utilize. In all we have a security force **in excess of 7000 in Los Angeles County alone.**

We utilized all of these resources during the Los Angeles civil unrest, the Northridge earthquake and especially during the post 9/11 emergency. In fact all of our current clients' needs were met before we contracted with other accounts during all of those emergencies.

Because of our size and manpower resources you will not find a better resource in the County of Los Angeles for assisting you with additional security officer needs.

Security Training Program

On the following pages you will see the training programs in place for security officers, supervisors, and managers.

1. Securitas intends to retain the standard of security performance through personnel retention by offering a comprehensive package of benefits, recognition certificates, financial awards, support programs and many other incentives for longevity and outstanding performance. See the Employee Benefits section of this proposal.
2. Securitas will ensure contract compliance with the training plan by regular on-site testing of the security officers' knowledge of the post orders and emergency procedures. In addition Securitas employs multiple quality audit programs from daily to annually to monitor our contract compliance. See our Service Excellence (quality audit) program under tab "J."
3. In addition to the training noted on the following pages, Securitas will provide officers trained on requirements as listed in Exhibit A, Scope of Work.

No other company offers our clients the resources that Securitas does. Additionally, the Southern California region has two full-time training personnel, Lisette Valdes and Tom Reiss. They continually put on training classes for clients, security personnel, branch staff, and management.

SECURITY OFFICER TRAINING



Our commitment to provide our clients with properly trained security officers was the driving force behind the creation of the Securitas Center for Professional Development (SCPD). SCPD is a professional training management organization that brings together dedicated trainers, cutting-edge courses, strategic business partnerships, and security industry experts to deliver world-class programs, products and services.

The value of SCPD to Department of Public Works will be evidenced by a professional training capability that presents innovative and state-of-the-art training programs to our security personnel assigned to protect employees, visitors and critical assets.

An important service provided by Securitas is a dedicated training officer or selected supervisors to provide training at each Department of Public Works location. Department of Public Works trainers are supported by training staff and SCPD to ensure the proper dissemination of new training programs, materials and methods, and to keep trainers current

regarding available resources. The trainer's role is to:

- Manage efforts in training, organizational improvement and performance enhancement.
- Conduct training in a variety of settings and develop curricula combining multiple existing and acquired resources.
- Analyze performance of individuals, programs and organizational units; develop performance and competency models.
- Develop partnerships with clients by learning the clients' business and collaborating to identify learning opportunities that will enhance the delivery of security services.

TRAINING AND CERTIFICATION

PROFESSIONAL SECURITY OFFICER CAREER DEVELOPMENT PATH

We maintain training certification listing all completed training modules in each officer's file. Upon completion of a training module, the instructor administering the training certifies that this training was satisfactorily completed. For courses delivered on the Securitas Online Academy, testing and record-keeping is instant and automatic.

Department of Public Works's initial training requirements will be fulfilled within a mutually agreeable timeframe for all officers prior to permanent placement at Department of Public Works sites. Retained incumbent officers, as applicable, will also receive Securitas-specific elements of this training in manageable groups after transition so as not to interrupt security operations.

Securitas provides each security officer with a clear training path. Our approach is based on three key perspectives. First, certain principles and techniques, such as those dealing with observation, safety, reporting, interpersonal relations and Securitas policies, are the same regardless of where the person is assigned. Secondly, individual clients have unique situations that require additional specialized training. Therefore, we provide both general and client-specific training. Third, we meet the need for meaningful ongoing professional development to keep skills sharp through a number of innovative programs.

Our Professional Security Officer Career Development Path is an important Securitas innovation. This three-level path lays out a clear plan for officer development, giving motivated officers the direction and focus they need to excel on the job and prepare for future advancement. At the same time, it helps supervisors and managers identify and develop tomorrow's leaders while providing better client service today.

Level 1

Level One functions as part of the Securitas employment screening process. It focuses on basic security officer skills and exceeds many state-mandated minimum standards for beginning security officers. Candidates must successfully complete this screening process as a condition of being hired. The following general subjects are covered:

SECURITY OFFICER LEVEL 1 - INTRODUCTION TO SECURITY

1. Security Officer Introduction - five-module introduction covers many general subjects, including Introduction, Role of Security Officer, Legal Powers and Limitations, Emergency Situations, Communications and Public Relations, Access Control, Diversity, Policies Against Sexual Harassment, Ethics and Conduct.
2. Hazard Communications
3. Blood-borne Pathogens
4. State Licensing



5. Harassment Awareness
6. Security Officer Handbook

Level 2

Level Two focuses on career development and includes site-specific training as well as Securitas' premier Advanced Certification Training (ACT) Program and specialized industry-specific programs. A site-specific training program focusing directly on Department of Public Works requirements will be developed upon our selection as your security partner. On-the-job training, conducted mostly on-site at Department of Public Works, is designed to instruct the officer of the particulars of the job. Specific training such as First Aid/CPR, AED, Fire Guard and Securitas' Safe Driving Program (for those required to operate a vehicle as part of the job) will also be conducted at this time. Officers with Level One competencies are qualified to advance to Level Two.

SECURITY OFFICER LEVEL 2 - ADVANCED AND SITE-SPECIFIC TRAINING

1. Site Orientation
2. Post Orders
3. Safe Driving Program
4. Advanced Certification Training (ACT) 1
5. Advanced Certification Training (ACT) 2
6. Advanced Certification Training (ACT) 3
7. Customer Service
8. AED/CPR/First Aid
9. Vertical Market Certification
10. Metal Detectors/Wanding
11. Firearms Instruction (if applicable)
12. Work Stoppage Security
13. In-Service Training

Level 3

Level Three offers rigorous, specialized training for officers who seek continued development beyond Level Two. Working with their managers to select appropriate courses, officers may choose advanced study in topics such as homeland security, workplace violence, risk assessment, emergency management and more.

SECURITY OFFICER LEVEL 3 – PROFESSIONAL DEVELOPMENT

1. Workplace Violence
2. Loss Prevention
3. Thinking on Your Feet
4. Mistakes People Make
5. Security Surveys and Risk Assessment
6. Advanced Customer Service
7. Homeland Security Issues
8. Emergency Management



- 9. Professional Ethics
- 10. Harassment and Diversity
- 11. Teamwork and Leadership
- 12. Hazmat Awareness Level
- 13. Special Security Topics: PSTN, FETN, LETN

ADVANCED CERTIFICATION TRAINING (ACT)

Securitas has developed a three-part course of study known as our Advanced Certification Training Program (ACT 1, 2 and 3), designed to provide advanced training for each security officer. We make this course available to all security officers at Department of Public Works. We specifically encourage our security officers to participate as an opportunity to further their security knowledge and to prepare them for advancement both at Department of Public Works and within Securitas.

Each ACT study course provides details of the security profession. Our security officers voluntarily follow the course of study at their own pace, on their own time. Booklets and study guides are provided. When the officer is ready, the supervisor will administer a closed book, multiple-choice exam.

Upon receiving a satisfactory passing grade on the ACT 1 exam, the security officer is awarded a certificate. Upon passing ACT 2, a certificate and engraved "ACT Certified" nameplate are awarded. Successful completion of ACT 3 earns the officer a certificate and uniform pin and the designation of Professional Security Officer.

Our ACT Program includes the following materials:

ACT Program		
ACT 1	ACT 2	ACT 3
The professional security officer	Post orders	Workplace violence
About Securitas	Crowd control	Lock and key control
Professional image	Fire prevention and equipment	Traffic/parking lot control
Public relations	Technology	Bomb threats
Security awareness	Information security	Substance abuse
Legal aspects	Laws of evidence	Harassment and discrimination
Physical security	Crime scene procedures	Safety awareness
Communications	Testimony	Emergency response
Patrol techniques	Post orders	Workplace violence
Theft prevention	Crowd control	Lock and key control
Effective report writing		

Our newest exciting addition to the ACT program is interactive computer-based e-learning. Using the latest technology and solid learning theory, e-learning ACT can be delivered anytime, anywhere a computer is available. It allows officers to progress at their own pace to master the materials while receiving immediate feedback on their understanding and application of the lessons. The state-of-the-art ACT e-learning programs are fully interactive, based on the “tell, show, do” approach to learning that lets officers apply the principles they are learning in computer-simulated situations. Lessons are reinforced with online quizzes that give instant feedback. The final exam is administered by the officer’s supervisor or manager, giving an opportunity to close the training loop with direct interaction with team leaders.

E-LEARNING AND THE SECURITAS ONLINE ACADEMY

Securitas is meeting today’s training needs with advanced technology and sophisticated courseware design. The Securitas Online Academy leverages our industry-leading proprietary online security training courseware with a comprehensive, state-of-the-art Learning Management System to create the finest e-learning program in the security industry.

Courses offer over 25 e-learning security topics that deliver the highest-quality online learning experience and feature highly interactive simulations, engaging and informative graphics, self-paced learning, instant feedback and coaching and real-time performance assessment. Our full-time professional e-learning developers apply principles of human performance improvement and adult learning theory to create our industry-leading courseware. That all adds up to improved performance and consistent training across the organization.

Our Learning Management System allows course assignments, tracking and monitoring learner progress, standard and custom training reports, testing and scoring and career development, as well as course feedback that allows SCPD to continually improve course material to make it even more effective.

Our partnership with Geo Learning, the world’s leading provider of ASP Learning Management Systems, offers unmatched value and experience in online learning. Among its many important clients, Geo provides the world’s largest LMS system for the United States Government. Geo has strategically decided to provide its services exclusively to Securitas within the security industry, demonstrating the depth of commitment we have made to e-learning.

Securitas’ e-learning program delivers training when and where it’s needed, with 24/7 learning access, both custom and off-the-shelf courseware, and standardized training across the organization. It is the perfect solution for just-in-time training for compliance issues, industry standards, homeland security, and more. All of this results in lower training costs, more training opportunities, and a dedicated workforce of security professionals.

The Securitas Online Academy benefits clients with consistent training and performance across locations and dedicated officers with career paths in security. This effective, fast and efficient training is available when and where you need it.

In addition to our proprietary course material, Securitas has access to over 15,000 e-learning courses on-demand from the best providers in the industry, including SkillSoft, NetG, Harvard Business Online, MindLeaders, and many others.

The Securitas commitment to excellence in training and development provides you with the knowledge and assurance that you have the best-trained and most highly motivated security team working for you.

SUPERVISOR TRAINING

SUPERVISOR CAREER PATH

As with our security officers, Securitas USA has instituted a three-level curriculum for supervisors.

Level 1 - Entry

Level One provides supervisors with the immediate skills they need to manage their team effectively. Four core classroom courses cover the key elements of effectively supervising a team. Human Resources topics alert them to basic employment standards, regulations, laws, and company practices.

SUPERVISOR LEVEL 1 – ENTRY

1. Role of the Supervisor
2. Service Excellence
3. Counseling and Coaching
4. Managing Performance
5. HR Training+
 - FMLA
 - State requirements
 - ADA
 - Discipline
 - Harassment

Level 2 - Intermediate

The intermediate level focuses on broadening skills in customer service, employee development, leadership and interviewing. Additionally, supervisors receive training in basic operations, such as scheduling, finance and risk management.

SUPERVISOR LEVEL 2 – INTERMEDIATE

1. Customer Service
 - Customer Service Excellence
 - Give ‘em the Pickle
2. Employee Development
 - Team Leadership
 - Whale Done
 - Fish
 - Training Plan Development
 - Interviewing
3. Operations
 - Finance
 - Risk Management
 - Timekeeping / Payroll
 - Scheduling
 - Branch Relations
 - Improving Business Processes
 - Implementing and Measuring Process Improvements
4. Assertiveness

Level 3 - Advanced

Level Three incorporates such topics as client relation skills, more employee development and advanced operations training. Access to security industry certification as a Physical Security Professional (PSP) is offered as well.

SUPERVISOR LEVEL 3 – ADVANCED

1. Employee Development
 - How to Train
 - Mentoring
 - Employee Motivation
2. Client Relations
 - Contract negotiation
 - Co-employment
 - Client Retention
3. Operations
 - Advanced Finance



- SPOTS
- Advanced Risk Management

4. PSP Certification: ASIS

As a part of our efforts to prepare security officers for promotion to supervisory positions, advanced officers may participate in this program. Our core security supervisor certification training program is focused on the following modules:

SERVICE EXCELLENCE	ROLE OF THE SUPERVISOR	COUNSELING AND COACHING	MANAGING PERFORMANCE
Quality Customer Service is the Key	The Challenge Ahead	Counseling and Coaching	Why Manage Performance?
Identifying the Needs of Your Customers	Transition to Supervisor	When Should You Counsel or Coach?	Developing Performance Goals
Provide for the Needs of Your Customers	Delegation: A Critical Skill	Giving and Receiving Feedback	Building Commitment
Project a Positive Attitude	Build A Winning Team	Plan and Conduct Counseling and Coaching Sessions	Preparing for the Performance Review
Working with Clients	Making Better and Faster Decisions	Pulling it All Together	Effective Performance Reviews
Take the H.E.A.T.-Put Out the F.I.R.E.	Staying Upbeat		
Proactive Problem Solving			

Each course is taught as a seminar or mentored tutorial. The Supervisor Certification Program is designed to support the lead officer and supervisor by providing the necessary skills and knowledge to lead and coach a team of security officers. Successful completion of this series is also linked to our succession planning for Securitas supervisors and officers. Additional training in the Supervisor Development Path can be tailored to fit the individual requirements of Department of Public Works.

We are committed to working closely with Department of Public Works to develop a training program, characterized by value and quality, to ensure our security officers have the tools and information needed to perform at consistently high levels. Our goal is to exceed your performance expectations and to further the cost-value equation of our relationship.

Background Screening

Following is the screening that Securitas performs as part of its standard security officer applicant screening program. You will see that it exceeds, by far, the California State requirements. In addition Securitas will perform all of the additional screening required in your Scope of Work that is not mentioned on the following pages. Examples:

- Ten years employment history
- Check for physical and emotional health
- Drivers license (class "C")
- Dishonorable discharge from the military
- Ability to pass the County's background investigation

In addition for armed officers, Securitas requires the API emotional stability psychological survey. It is an added measure of safety.

RECRUITING

At Securitas, our business is based on people. Therefore, Securitas has developed and produced an extensive manual to support our field personnel in recruiting, hiring and leading employees. The recruiting guidelines, SERVICE HEROES, include recruiting strategies, programs and processes to effectively attract the right people to our company. Recruiting functions are handled by the human resources manager of each local office servicing Department of Public Works.



Recruiting sources include our web page (www.Securitasinc.com), local newspapers, college campus placement centers, state employment commissions/development departments, veterans' groups, senior organizations, city and county social service agencies, private industry councils, JTPA programs, vocational centers, military organizations, civil police offices, job fairs, specifically targeted groups and employee referrals (referral bonuses), and numerous other qualified employment sources listed in our SERVICE HEROES best practices. In low unemployment areas, we may offer sign-on bonuses (based on length of employment).

To complete the picture of attracting a talented workforce, Securitas has developed the position of recruiter/retention specialist that is utilized at selected branch offices. Once we have hired the best, we must retain them.

In cases where we assume responsibilities from incumbent providers, our goal is to recruit and retain as many qualified incumbent personnel who are found suitable for employment with Securitas. We take seriously our responsibility to select only those security officers who possess the appropriate skills, qualifications and aptitudes for each client location. Every officer we hire has undergone personal interviews, reliability testing and reference checks to determine our comfort level with the individual's ability to represent Securitas and our clients in a professional manner. We then screen officers to insure there is a good match between the officer's aptitudes and our client's site.

Securitas takes a serious and consistent view on increasing retention and making Securitas the employer of choice. Our focus on retention begins as an applicant completes our hiring paperwork. We strive to make every person who walks through our doors feel special. Continued focus on retention occurs with individual visits (or calls) to newly hired security officers to discuss anything that might be on the officer's mind. Securitas also uses a series of branch and regional awards, which recognize excellent work and consistently promote on-going education and development.

SELECTION AND HIRING OF SECURITY OFFICERS



The following is a brief overview of Securitas' pre-employment selection process to be used in support of Department of Public Works. Our step-by-step process not only screens out unqualified candidates, but also goes well beyond the industry norm to focus on selecting world-class employees. In addition, our process identifies candidates who possess important traits we believe are critical to both of our organizations, such as honesty,

integrity and a strong customer service orientation suited to the culture and operating environment of Department of Public Works.

JOB APPLICATION

The first step of our hiring process is to obtain basic employment and background information and create the foundation for a hiring decision. The purpose of this step is to obtain information which will assist in:

- the pre-screening of applicants.
- the in-depth interviews and background screening with emphasis on employment stability, work experience and personal background. During this step, each candidate is required to complete the following forms:
 - application for employment
 - employment agreement
 - verification of previous employment

INITIAL INTERVIEW

The first pre-employment interview is conducted to identify each applicant's skills, work style, personality, career interests and suitability for the position.

STANTON SURVEY - PROFILESM

During this step each applicant is required to complete this assessment measuring an applicant's attitude towards honesty and counter-productive work behavior.

DRUG SCREENING

Securitas mandates a drug free workplace. This fact is widely published and communicated throughout our organization. Illegal drug use has no place in the Securitas organization. One of the first things an applicant sees when entering a Securitas office is a sign that reads "At Securitas, we test for drugs." We partner with the world's largest provider of public record information and drug screening services, which provides third party administration of our drug screening program. Securitas utilizes iScreen™, an oral fluid based point of contact screen for drugs of abuse.

BACKGROUND VERIFICATION

Securitas uses a third party administrator to conduct pre-employment background verifications over and above state security officer licensing requirements.

Our required background verification includes the following:

- military service - (DD 214) - nature of separation
- criminal records check of both misdemeanors and felonies for a seven year residence history
- credit check (when required for legitimate business reasons by our clients)
- Social Security number trace
- Department of Motor Vehicles driver's license search for all driving positions
- former employment verification-past 7 years
- reference checks

ASSIGNMENT/SCHEDULING MEETING

Final administrative processing and documentation is accomplished during this step, as well as the fitting and issuance of uniforms and equipment. The contingent employee meets with the scheduler and is scheduled for the next interview. Specific issues and performance expectations of Department of Public Works will be discussed as well during this interview.

SITE INTERVIEW

Tentative assignment is made and our client representative is notified. When requested by our clients, applicants are sent to the client site for a final interview. We understand the importance and sensitivity that our clients and partners desire us to place on the careful selection of security personnel. We are committed to providing the most qualified and high quality security officers available in the local labor market.

SECURITY OFFICER INTRODUCTION/QUESTIONNAIRE

Each individual is required to undergo an introduction session in which the contingent employee reviews security-related video presentations. This program establishes a core base of security knowledge enabling our security officers to contribute from day one. An exam is given covering the following areas:

- Basic Security Officer Responsibilities
- Public Relations



- Public Relations
- Communication and Reporting
- Safety Techniques of Patrol
- Emergency and Fire Prevention
- Basic First Aid, Safe Driving
- Client Relations
- Hazardous Material Communications

Turnover Rate

We expect the turnover rate to be at less than 10% for the headquarters and, after three months, less than 15% for the facilities (incumbent employees at the facilities may not measure up to our work standards).

Turnover Planning

We intend to keep turnover at the expressed rate as noted in tab "f." We will do so as follows:

1. Provide employees with benefits that will make them want to stay. In this contract we will be paying the higher wage and offering our employees benefits. See the Employee Benefits section for more details on our benefits program.
 2. Our superior screening program eliminates most high turnover candidates **before** they are assigned to your facility.
 3. We know that Securitas employees transferred to your facility have a history of work stability.
 4. The new wages specified by the DPW are higher than the average for the area thus providing a foundation for low turnover. Because of that, our best, most stable employees will want to transfer to your facilities.
-

The logo consists of the word "SECURITAS" in a bold, white, sans-serif font, centered within a solid black rectangular background.

Securitas Uniforms

On the next page is a composite picture of uniforms that will be worn at both headquarters and field facilities. We have numerous options from formal to military to casual.

- All uniforms are wash and wear.
- There is no charge to the officer for the uniform.
- Replacement is also free.

Our philosophy is that we do not want to place any roadblocks in the way of being in a perfect uniform when reporting for duty.

Uniforms—Professional Officer Image

FREE and varied uniform programs and equipment to suit the needs of specific client sites from the military look to business to relaxed casual attire



SECURITAS

Security Plan

The security plan for all of your facilities can be found in the Securitas Service Initiation Workbook that is tucked into the back of this proposal. **Please take the time to review it.** It is a complete security plan to provide all of your facilities with very high quality security guard service. It includes:

1. A transition plan for the various facilities
2. Implementation plan
3. Hazard assessment checklist
4. Post Orders requirements survey, which includes:
 - DPW headquarters and facilities
 - Emergency phone numbers
 - Access control
 - Patrols
 - DPW roles, regulations, and specialized duties
 - Personal safety
 - Communications
5. DPW Service Excellence program

Summary---Securitas will conduct a loss prevention survey at each facility, create a set of Post Orders for each facility and then provide The Department of Public Works with highly qualified security officers to perform all of the duties required in the post orders. Experienced supervisors will monitor their training and duties. Securitas' Service Excellence quality audit program will be performed at headquarters and every facility to ensure that we are meeting all of your security service requirements.

Emergency Contact

Securitas will provide security officers with Nextel radios or cellular phones at those sites where emergency communication is needed. They will then be able to contact:

- ✓ the police or fire department, if necessary
 - ✓ their supervisor
 - ✓ you, the client
 - ✓ anyone else in the company through our National Communications Center
-



SERVICE EXCELLENCE

To assure consistency in the level of delivered service, Securitas builds Department of Public Works service requirements into its local Client Service Plan and uses performance management and measurement tools to refine and tune the service offering over time.

Within Securitas, quality service delivery is driven at the local office team level, close to our clients. We believe that judgment of service quality depends on the perception of each client. As a service company, we know that quality must be built into the service offering. To us, this means that everything we do must help to deliver the service outcomes that our clients value.

Delivering world class service relies on three key components:

- Service Commitment – our organizational approach for assuring client satisfaction. (“Are we meeting expectations and creating value?”)
- Service Level Management – our account management approach for using tools and measures to assess and report the level of service we deliver to each client. (“Are we delivering consistent service across the client locations we serve?”)
- Performance Management – our operational approach to addressing service level and cost. (“Are we gathering the data at the local level that allows us to determine the service behaviors and methods that yield the best results for the security services team?”)

We believe all service is local because it is assessed at the point of delivery. We have focused on building effective working relationships with our clients - relationships that are based on strong local offices with responsive management and competent technical staff who are committed to service.

SERVICE COMMITMENT

Competing on “service level” is the key mechanism for advancing many service organizations. Within the security industry, Securitas stands alone for putting mechanisms in place that drive behavior and results:

- The core values of our organization, Integrity, Vigilance and Helpfulness, are intrinsic motivators that empower our associates to do the right thing for our clients.
- Our five service value drivers (responsiveness of management, individualized attention to client needs, consistent and reliable service, security officer appearance and demeanor, and trust and confidence in security officers) are regularly discussed in Client Service Review meetings. The behaviors and expected results for each of these five service value drivers are mutually determined with each client for each specific location.
- Our service performance is linked to the effectiveness of the key business processes that deliver value to our clients (e.g., recruiting, hiring, training, employee development, service delivery, client development, office management, scheduling, payroll and billing). We have defined and



documented these processes that promote excellence in service and refer to them as the HEROES processes. They are our mechanism for Having Everyone Receive and Offer Excellent Service.

Our core values and service drivers and processes position us to meet client needs through the participation of our people, local market focus, and service level management.

SERVICE LEVEL MANAGEMENT

Securitas' goal is to manage and deliver locally focused physical security services that we jointly implement with Department of Public Works. Specifically, we will develop a Client Service Plan that meets and exceeds your expectations for security officer duties, safe practices, staffing, training, account management and communication. This service plan includes the development of service measures that assure the daily activities and tasks performed will meet Department of Public Works expectations for behaviors and results.

COMMITMENT TO SERVICE EXCELLENCE THROUGH PERFORMANCE MANAGEMENT AND MEASUREMENT – THE SECURITAS SERVICE EXCELLENCE PROGRAM

Securitas employs one common set of service delivery tools as part of its *Service Excellence* program. This program is the primary quality assurance program for the company. It promotes world class service delivery by linking one standard service delivery method and tools to the service cycle for our clients, namely:

- Service Initiation (Transition Plan and Implementation Plan)
- Service Delivery (Client Service Plan)
- Client Relationships (Service Delivery History and Service Enhancement Plan)
- Client Development (Client Development Plan, Annual Service Review Meeting)



The Client Service Plan is the primary tool used to measure and monitor the local delivery of security services.

After defining specific Service Goals, Key performance Indicators (KPI) are established to measure the attainment of the goal. KPI are quantifiable measurements that help us monitor the results of our actions.

We regularly track the KPI to assess how we are performing against an agreed upon Service Goal. They become the measuring stick by which all service performance, across all service locations, is measured. Operating definitions for the KPI are mutually determined with client stakeholder management input prior to implementation.

SERVICE ENHANCEMENT PLAN

To consistently implement and monitor improvement actions, Securitas uses Service Enhancement Plans that are mutually developed with the Department of Public Works stakeholder management team.

Discussion in the regular service review meeting may sometimes reveal areas for attention and follow up. The local Securitas manager leads a discussion with the Department of Public Works management representative to mutually develop the Service Enhancement Plan. Progress is then reviewed and discussed in subsequent meetings.

Continuous communication with the local client management representative to share progress against goals, to seek input or advice, and to review results is the primary service quality assurance monitoring activity. Service Enhancement Plans are tracked by local, area and region management teams.

An example of the Service Enhancement Plan is shown below:

		SERVICE ENHANCEMENT PLAN			
<i>Securitas Service Excellence is the standard service delivery method to attain unparalleled World Class Service Delivery</i>					
DATE:		BRANCH/MANAGER:			
CLIENT:					
CONTACT NAME:					
ACTION PLAN					
1					
2					
3					
4					
5					
6					
7					
<i>Understanding Needs - Setting Goals - Taking Action - Measuring Success</i>					



Service Enhancement Plans are typically developed as a result of the service review process.

This performance-based approach to controlling and reporting on service levels is built upon the premise that “it’s what you do with what you learn” that is most important for developing a strong client partnership for security service delivery.

Securitas applies these tools to foster frequent, open communication (internally as well as externally), to maintain a client-focused approach to service delivery management and to advance the service relationship through mutual goal-setting and responsive action.

These tools ensure a consistent, common service level management approach across all client locations served. In this way, service quality methods and client-focused leadership are built into the service offering.

Requirements and methods for introducing these performance management tools are mutually determined during service initiation. Securitas’ service teams rely on one common approach to service initiation, service planning, service improvement, and client development in meeting Department of Public Works needs. Securitas is committed to service level measurement and communication of progress in managing service performance.

PERFORMANCE MANAGEMENT

Securitas has adopted a client-centered approach to defining, documenting and implementing standardized service delivery processes, procedures and supporting information. Goals and Key Performance Indicators (KPI) have been established to deliver a consistent level of quality results.

Service quality management techniques are built into the service delivery toolsets and business results’ tracking reports used throughout Securitas Security Services USA. The table below depicts how we apply goals and key performance indicators at a high level to drive organization performance:

	SECURITY PERFORMANCE	BUSINESS PERFORMANCE
Goals	<ul style="list-style-type: none"> • Deploy Service Excellence • Local offices, close to clients • Client retention • Security officer retention • Service value drivers 	<ul style="list-style-type: none"> • Premier provider, market by market • Focus on security • Refine and specialize security services • Add value • Increase efficiency
Key Performance Indicators	<ul style="list-style-type: none"> • Client-specific indicators: • People • Procedures • Training • Technology • Feedback 	<ul style="list-style-type: none"> • Sales of new contracts • Development of contract portfolio • Total sales growth • Effective planning • Control of expenses • Control of accounts receivable



Securitas uses Key Performance Indicators (KPI) to track client service expectations and client requirements. They make the service delivery process effective for all of our clients:

- Client Service Plan Goals target specialization as a security services provider.
- One common set of measures gauges effectiveness and efficiency in business performance.

Service delivery management methods are continually assessed by comparing the daily delivery of service against expectations and by conducting face-to-face client service review meetings. We regularly report Key Performance Indicator results for meeting client service expectations and contract requirements. In this setting, the Securitas service delivery manager and the Department of Public Works representative mutually discuss:

1. "What is going well?"
2. "What do we need to do differently here?"
3. "What are our next steps?"

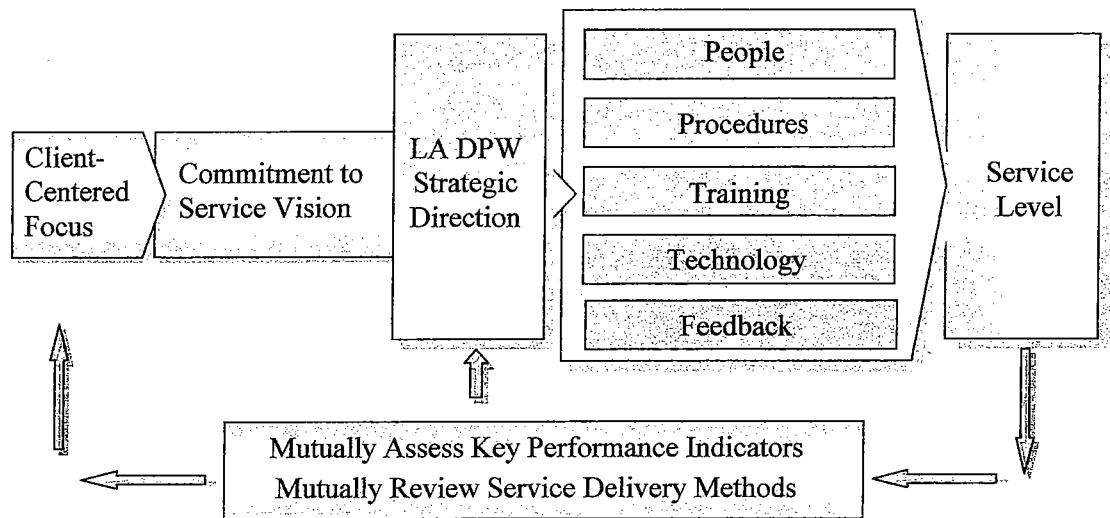
Examples of topics addressed in these service review meetings can include:

- Service team performance reviews (financial results, KPI, goals and objectives, issues and concerns, lessons learned, security awareness, training, and client interaction)
- Service level assessment (performance against expectations and contract criteria, progress against annual Client Service Plan goals, trending and tracking of individual client Key Performance Indicators (KPI) across all Department of Public Works locations served)
- Security officer assessment (appearance, client relations, quality of reports, tour compliance, training certifications)
- Service audit and risk assessment survey results
- Service Enhancement Plans (SEP) and related improvements
- Sharing of best practices drawn from Securitas' client service experience
- Sharing of best-known methods drawn from all Department of Public Works service locations (a best practice at one client site becomes common practice across all sites served)

COMMITMENT TO SERVICE EXCELLENCE THROUGH SPECIALIZATION OF SERVICE

We have identified five security performance categories that are addressed in developing a specialized service solution for each client, namely, People, Procedures, Training, Technology and Feedback.

The client-centered model below depicts how Securitas achieves specialized service solutions while using one common set of security service delivery management and measurement tools:



The Client Service Plan Goals and associated Key Performance Indicators are the tools we use to assess the level of delivered service. We regularly review service results and delivery methods with the Department of Public Works to assess how well the service solution meets your unique requirements.

The Client Service Plan Goals and Key Performance Indicators we establish for each category (People, Procedures, Training, Technology and Feedback) guide our security service teams. They are the tools we use to assess the level of delivered service.

When developing the specialized solution for the Department of Public Works we identify the service team behaviors (“how”) and desired results (“what”) for each of the five security performance categories that will result in specialized service. For the Department of Public Works, we demonstrate our commitment to service excellence by preparing our service teams to be successful in meeting your specific physical security needs by establishing:

- Clear performance expectations
- Client-specific job descriptions
- Clear procedures and job aids
- Job-specific training and practice
- Regular performance feedback

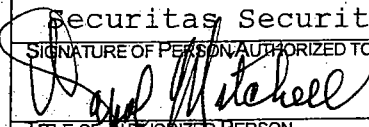
This approach to managing performance relies on using our standard Service Excellence methods and tools for gathering data and assessing performance. The Securitas Service Excellence program is our national service platform and provides the framework for delivering world class service. It tangibly demonstrates our commitment to service, service level management, and performance management.

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX**

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 hours or other quantities 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.

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED UNITS	ANNUAL PRICE
1.	Security Officer (Armed)	\$ 18.42	X 3,940 Hours =	\$ 72,574.80
2.	Security Officer (Unarmed)	\$ 16.28	X 16,684 Hours =	\$ 271,615.52
3.	Sergeant (Unarmed)	\$ 19.86	X 2,920 Hours =	\$ 57,991.20
4.	Lieutenant (Unarmed)	\$ 22.00	X 5,840 Hours =	\$ 128,480.00
5.	Post Commander (Unarmed)	\$ 33.55	X 1,970 Hours =	\$ 66,093.50
TOTAL PROPOSED ANNUAL PRICE				\$ 596,755.02

LEGAL NAME OF PROPOSER Securitas Security Services USA, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Branch Manager		
DATE Nov. 15, 2005	STATE CONTRACTOR'S LICENSE NUMBER PPO 14827	LICENSE TYPE Private Patrol Op
PROPOSER'S ADDRESS: 1055 Wilshire Blvd. #1860, Los Angeles, CA 90017		
PHONE 213-580-8826	FAX 213-580-1414	E-MAIL carol.mitchell@securitasinc.com

COST METHODOLOGY FOR CONTRACT: Armed and Unarmed Security Services for Public Works Headquarters Complex

PROPOSER: Securitas Security Services

POSITION/TITLE * (LIST EACH SHIFT SEPARATELY)	HOURS PER DAY							DAYS PER YEAR	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											
Post Commander - Unarmed (6 a.m. - 4 p.m.) no holidays		10	10	10	10	10		197	1970	24.00	\$47,280
Lieutenant - Unarmed (8 a.m. - 4 p.m.)	8	8	8	8	8	8	8	365	2920	15.00	\$43,800
Security Officer - Unarmed (8 a.m. - 6 p.m.) no holidays		10	10	10	10	10		197	1970	11.00	\$21,670
Security Officer - Armed (6 a.m. - 4 p.m.) no holidays		10	10	10	10	10		197	1970	12.50	\$24,625
Security Officer - Armed (8 a.m. - 6 p.m.) no holidays		10	10	10	10	10		197	1970	12.50	\$24,625
Security Officer - Unarmed (8 a.m. - 4 p.m.)	8	8	8	8	8	8	8	365	2920	11.00	\$32,120
Security Officer - Unarmed (8 a.m. - 4 p.m.) no holidays		8	8	8	8	8	8	249	1992	11.00	21,912
Security Officer - Unarmed (8 a.m. - 6 p.m.) no holidays		10	10	10	10	10		197	1970	11.00	21,670
Swing Shift											
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	365	2920	15.00	\$43,800
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	365	2920	11.00	\$32,120
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8	8	249	1992	11.00	\$21,912
Graveyard Shift											
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	365	2920	13.50	\$39,420
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	365	2920	11.00	\$32,120

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$1.14 per hour, if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

COST METHODOLOGY FOR CONTRACT: Armed and Unarmed Security Services for Public Works Headquarters Complex

PROPOSER: Securitas Security Services

POSITION/TITLE * (LIST EACH SHIFT SEPARATELY)	HOURS PER DAY							DAYS PER YEAR	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Comments/Notes:											
Total Annual Salaries (from page 1)											\$ 407,074
(1) Vacation, Sick Leave, Holiday											\$ 11,100
(2) Health Insurance **											\$ -----
(3) Payroll Taxes & Workers' Compensation											\$ 85,790
(4) Welfare and Pension											\$ -----
(5) Equipment Costs											\$ 3,730
(6) Service and Supply Costs											\$ 3,503
(7) General and Administrative Costs											\$ 40,331
(8) Other Costs											\$ 15,980
(9) Profit											\$ 29,247
											\$
											\$
											\$
											\$
											\$
											\$
											\$
TOTAL PROPOSED ANNUAL PRICE =											\$ 596,755

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$1.14 per hour, if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Armed and Unarmed Security Guard Service

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 before listing. Incorrect names, telephone, or fax numbers 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: Security	DATES: 2001+
DEPT/DISTRICT: Office of Public Safety	
CONTACT: Peter Toscano	
TELEPHONE: 562-803-3694	
FAX: 562-803-5305	

SERVICE: Security	DATES: 1993+
DEPT/DISTRICT: Law Library	
CONTACT: Richard Iamele	
TELEPHONE: 213-629-3531	
FAX: 213-613-1329	

SERVICE: Security	DATES: 2001+
DEPT/DISTRICT: Sheriff's Department	
CONTACT: Lee Leatherman	
TELEPHONE: 626-300-3111	
FAX: 323-415-7215	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	DATES: 2002+
AGENCY/FIRM: So. Calif. Regional Rail	
ADDRESS: 2558 Supply St #A Pomona, Ca 91767	
CONTACT: Ed Pederson	
TELEPHONE: 909-593-2954	
FAX: 909-596-9837	

SERVICE: Security	DATES: 1989+
AGENCY/FIRM: County Of San Bernardino	
ADDRESS: 777 E. Rialto Ave San Bernardino, Ca 92414	
CONTACT: David Weinberg	
TELEPHONE: 909-387-0346	
FAX: 909-387-0617	

SERVICE: Security	DATES: 2003+
AGENCY/FIRM: Metropolitan Water District	
ADDRESS: 700 N. Alameda St Los Angeles, Ca 90012	
CONTACT: Nick Catrantzos	
TELEPHONE: 213-217-7134	
FAX: 213-217-6025	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	



Labor Payroll Allegations and Violations

When reviewing the following “allegations” or violations consider that Securitas has over 16,000 security officers on our payroll at any given time in the State of California with 33 office locations. Allowing for turnover we employ over 25,000 officers in a year and over 42,000 in the three-year period that you are requesting. Consequently as the largest security service in California, we will have more “allegations” or violations than our competitors.

Form LW-6, at the bottom, states that this will a consideration before any assessments are made.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

[X] I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

[] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR

[X] The Firm HAS BEEN named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

[] There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

[X] There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

[X] The Firm HAS NOT been debarred by any public entity during the past ten years; OR

[] The Firm HAS BEEN debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

[Signature]
Owner's/Agent's Authorized Signature

Carol Mitchell, Branch Mgr.
Print Name and Title

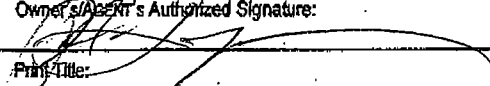
Securitas Security Services
Print Name of Firm

11-18-05
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

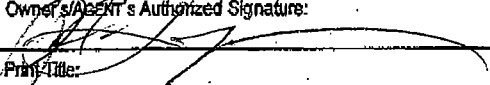
Public Entity Name	DLSE
Public Entity Address:	Street Address: 320 W. 4th ST
	City, State, Zip: Los Angeles, CA 90013
Case Number/Date Claim Opened:	Case Number: 06-76168
	Date Claim Opened: 12/13/04
Name and Address of Claimant:	Name: Brian Harb
	Street Address: 4981 Irwindale Ave
	City, State, Zip: Irwindale, CA 91705
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount PAID: \$ 1,600.00

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St #500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

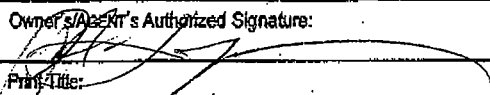
Public Entity Name	DLSE
Public Entity Address:	Street Address: 320 W. 4th ST
	City, State, Zip: Los Angeles, Ca 90013
Case Number/Date Claim Opened:	Case Number: 06-76192
	Date Claim Opened: 9/29/08
Name and Address of Claimant:	Name: Ross ST. JES
	Street Address: 4981 Irwindale Blvd
	City, State, Zip: Irwindale, Ca 91702
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount PAID: \$ 464⁰⁰

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

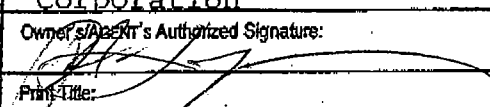
Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan Dr
	City, State, Zip: San Diego, Ca
Case Number/Date Claim Opened:	Case Number: 10-53139
	Date Claim Opened: 11/8/04
Name and Address of Claimant:	Name: Ralph Richey
	Street Address: 6160 Mission Gate Rd.
	City, State, Zip: San Diego, Ca 92120
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount PAID: \$ 1,344.00

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations


Public Entity Name	DLSE
Public Entity Address:	Street Address: 5555 California Ave
	City, State, Zip: Bakersfield, Ca 93309
Case Number/Date Claim Opened:	Case Number: 01-28745
	Date Claim Opened: 12/20/04
Name and Address of Claimant:	Name: Andrea Carpenter
	Street Address: 3701 Pegasus ST
	City, State, Zip: Bakersfield, CA 93308
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$85.50

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HR Employee Relations

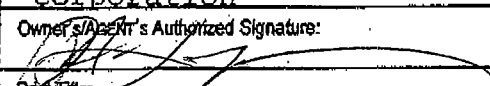
Public Entity Name	DhSE
Public Entity Address:	Street Address: 300 Ocean Gate Blvd
	City, State, Zip: Long Beach, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-35659
	Date Claim Opened: 4/29/05
Name and Address of Claimant:	Name: Kenneth McBride
	Street Address: 12440 Arroyo Blvd
	City, State, Zip: Norwalk, CA 90650
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: 4 \$409.93

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

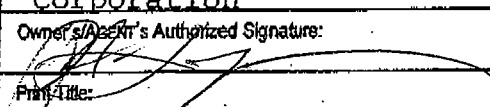
Public Entity Name	DASE
Public Entity Address:	Street Address: 6150 Van Nuys Blvd
	City, State, Zip: Van Nuys, Ca 91401
Case Number/Date Claim Opened:	Case Number: 17-38577
	Date Claim Opened: 6/28/05
Name and Address of Claimant:	Name: Willard Miller
	Street Address: 4981 Irwindale Ave
	City, State, Zip: Irwindale Ca 91705
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$350.00

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

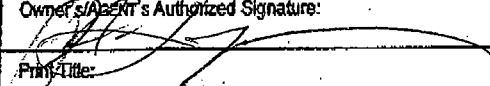
Public Entity Name	DLSE
Public Entity Address:	Street Address: 28 Civic Plaza
	City, State, Zip: Santa Ana, Ca 92701
Case Number/Date Claim Opened:	Case Number: 18-63039
	Date Claim Opened: 7/1/05
Name and Address of Claimant:	Name: Joe Vinson
	Street Address: 1506 Brook Hollow DR
	City, State, Zip: Santa Ana, Ca 92705
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$341.65

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HR Employee Relations

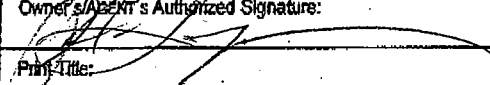
Public Entity Name	DHSE
Public Entity Address:	Street Address: 28 Civic Center Plaza
	City, State, Zip: Santa Ana, Ca 92701
Case Number/Date Claim Opened:	Case Number: 18-63259
	Date Claim Opened: 7/19/05
Name and Address of Claimant:	Name: Patrick Kelly
	Street Address: 1506 W. HARVEY AVE
	City, State, Zip: Santa Ana, Ca 92708
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$214⁰⁰

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: RM Employee Relations

Public Entity Name	DASE
Public Entity Address:	Street Address: 320 W. 4th St
	City, State, Zip: Los Angeles, Ca 90013
Case Number/Date Claim Opened:	Case Number: 06-79161
	Date Claim Opened: 8/2/05
Name and Address of Claimant:	Name: Israel Acosta
	Street Address: 2333 Wilshire Blvd
	City, State, Zip: Los Angeles Ca 90010
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$975.00

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St #500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

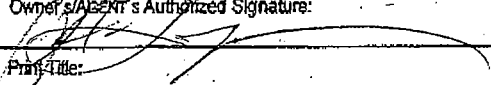
Public Entity Name	DLSE
Public Entity Address:	Street Address: 6150 Van Nuys Blvd
	City, State, Zip: Van Nuys, Ca 91401
Case Number/Date Claim Opened:	Case Number: 17-40163
	Date Claim Opened: 10/7/05
Name and Address of Claimant:	Name: Andres Jimenez
	Street Address: 1055 Wilshire Blvd
	City, State, Zip: Los Angeles, Ca 90017
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$31450

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 464 W. 4th St City, State, Zip: San Bernardino, Ca 92401
Case Number/Date Claim Opened:	Case Number: 09-19753 Date Claim Opened: 9/8/04
Name and Address of Claimant:	Name: Girard Gibson Street Address: 402 Miliken Ave City, State, Zip: Ontario, Ca 91761
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount PAID: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

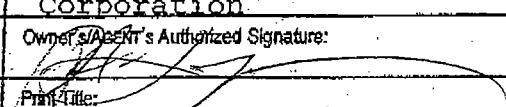
Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan DR
	City, State, Zip: San Diego, CA 92108
Case Number/Date Claim Opened:	Case Number: 10-C3139
	Date Claim Opened: 11/22/08
Name and Address of Claimant:	Name: Leoncinda Tozcana
	Street Address: 6160 Mission Gove Blvd
	City, State, Zip: San Diego, CA 92120
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

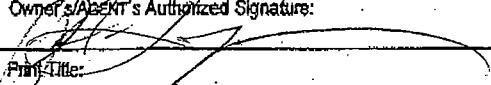
Public Entity Name	DLSE
Public Entity Address:	Street Address: 320 W. 4th ST
	City, State, Zip: Los Angeles, CA 90013
Case Number/Date Claim Opened:	Case Number: 06-76526
	Date Claim Opened: 11/2/04
Name and Address of Claimant:	Name: LATONIA GREEN
	Street Address: 3333 WILSHIRE BLVD
	City, State, Zip: Los Angeles, Ca 90010
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid WAGES
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount PAID: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

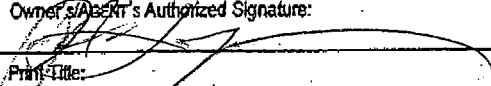
Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan DR
	City, State, Zip: San Diego, Ca 92108
Case Number/Date Claim Opened:	Case Number: 10-55663
	Date Claim Opened: 11/2/04
Name and Address of Claimant:	Name: John Mulligan
	Street Address: 6160 Mission Gore Blvd
	City, State, Zip: San Diego, Ca 92120
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 9

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

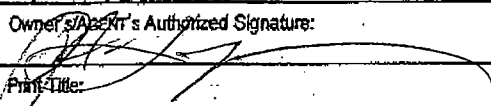
Public Entity Name	DhSE
Public Entity Address:	Street Address: 300 Ocean Gate #302
	City, State, Zip: Long Beach, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-34868
	Date Claim Opened: 1/28/2005
Name and Address of Claimant:	Name: Verak Uy
	Street Address: 1240 E. 29th St
	City, State, Zip: Signal Hill, Ca 90755
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0


Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St #500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

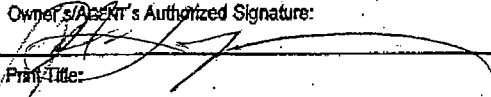
Public Entity Name	DLSE
Public Entity Address:	Street Address: 300 Orange, #302
	City, State, Zip: Long Beach, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-34754
	Date Claim Opened: 1/31/05
Name and Address of Claimant:	Name: Nancy Garcia
	Street Address: 1240 E. 29th St
	City, State, Zip: Signal Hill, Ca 90755
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan DR City, State, Zip: SAN DIEGO, CA 92108
Case Number/Date Claim Opened:	Case Number: 10-53231 Date Claim Opened: 3/19/04
Name and Address of Claimant:	Name: MARTA ARCEGA Street Address: 6160 Mission Gore Rd City, State, Zip: SAN DIEGO, CA 92120
Description of Work: (e.g., Janitorial)	SECURITY OFFICER
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HR Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 300 Ocean Gate Blvd
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-35153
	Date Claim Opened: 1/16/05
Name and Address of Claimant:	Name: John Rojas
	Street Address: 1055 Wilshire Blvd
	City, State, Zip: Los Angeles, CA 90017
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 6150 VAN NUYS Blvd
	City, State, Zip: VAN NUYS, CA 91401
Case Number/Date Claim Opened:	Case Number: - 17-37549
	Date Claim Opened: 03/15/05
Name and Address of Claimant:	Name: Frank Donatue
	Street Address: 4001 Alameda Ave
	City, State, Zip: Burbank, CA 91505
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

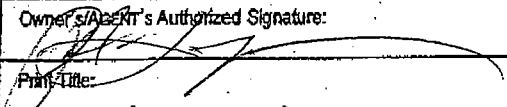
Public Entity Name	DLSE
Public Entity Address:	Street Address: 320 W. 4th St
	City, State, Zip: Los Angeles Ca 90013
Case Number/Date Claim Opened:	Case Number: DL-78126
	Date Claim Opened: 5/16/05
Name and Address of Claimant:	Name: LAMONT McQUEEN
	Street Address: 3333 Wilshire Blvd
	City, State, Zip: LA, Ca 90010
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid; \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

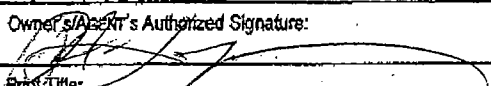
Public Entity Name	DhSE
Public Entity Address:	Street Address: 300 Ocean Gate Blvd
	City, State, Zip: Laguna Beach, Ca 92652
Case Number/Date Claim Opened:	Case Number: 05-35558
	Date Claim Opened: 4/21/05
Name and Address of Claimant:	Name: Laura Pascazio
	Street Address: 12440 Firestone Blvd
	City, State, Zip: Novato Ca 94950
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

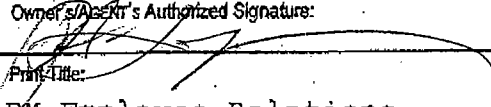
Public Entity Name	DLSE
Public Entity Address:	Street Address: 300 Orange Ave Blvd
	City, State, Zip: Long Beach, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-36112
	Date Claim Opened: 7/7/05
Name and Address of Claimant:	Name: Dorothy Moore
	Street Address: 400 Crenshaw Blvd.
	City, State, Zip: Torrance, CA 90503
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

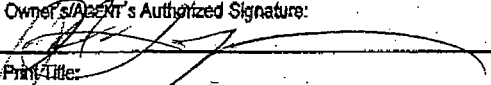
Public Entity Name	DUSE
Public Entity Address:	Street Address: 320 W. 4th St City, State, Zip: Los Angeles, Ca 90013
Case Number/Date Claim Opened:	Case Number: 06-78942 Date Claim Opened: 7/18/05
Name and Address of Claimant:	Name: Louis Avital Street Address: 2806 Windsor Ave City, State, Zip: Alhambra, Ca 91801
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan Dr.
	City, State, Zip: San Diego, CA 92108
Case Number/Date Claim Opened:	Case Number: 10-57959
	Date Claim Opened: 7/19/05
Name and Address of Claimant:	Name: Kenneth Youst
	Street Address: 6160 Mission Gore Blvd
	City, State, Zip: San Diego, CA 92120
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$ 0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 300 Ocean Gate 1
	City, State, Zip: Long Beach, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-35862
	Date Claim Opened: 7/28/05
Name and Address of Claimant:	Name: Bridgett Elson
	Street Address: 4981 Lewindale Ave
	City, State, Zip: Lewindale, Ca 91705
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

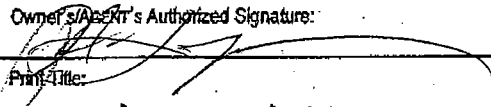
Public Entity Name	DLSE
Public Entity Address:	Street Address: 300 Peanogate Blvd City, State, Zip: Long Beach Signal Hill, Ca 90802
Case Number/Date Claim Opened:	Case Number: 05-36472 Date Claim Opened: 8/19/05
Name and Address of Claimant:	Name: Jeffrey Nvesse Street Address: 1240 E. 29th ST City, State, Zip: Signal Hill, Ca 90755
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

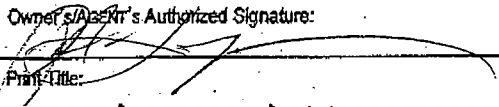
Public Entity Name	DASE
Public Entity Address:	Street Address: 320 W. 4th ST
	City, State, Zip: Los Angeles, Ca 90015
Case Number/Date Claim Opened:	Case Number: 06-79754
	Date Claim Opened: 8/29/05
Name and Address of Claimant:	Name: PATRICK HILTON
	Street Address: 3333 W. Shire Blvd.
	City, State, Zip: Los Angeles, CA 90010
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0

Additional Pages are attached for a total of 26 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HR Employee Relations

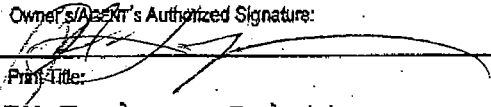
Public Entity Name	DASE
Public Entity Address:	Street Address: 464 West 4th St
	City, State, Zip: San Bernardino, Ca 92401
Case Number/Date Claim Opened:	Case Number: 09-23866
	Date Claim Opened: 10/20/05
Name and Address of Claimant:	Name: Sydney Seitz
	Street Address: 41-555 Cook St
	City, State, Zip: Palm Desert, Ca 92260
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: OPEN

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DhSE
Public Entity Address:	Street Address: 28 Civic Center Plaza
	City, State, Zip: Santa Ana, Ca 92701
Case Number/Date Claim Opened:	Case Number: 18-63841
	Date Claim Opened: 10/21/05
Name and Address of Claimant:	Name: Jessica Medina
	Street Address: 500 South Main St
	City, State, Zip: ORANGE, Ca 92868
Description of Work: (e.g., Janitorial)	Security Officer Admin. Staff
Description of Allegation and/or Violation:	Unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: \$0

Additional Pages are attached for a total of 126 pages.

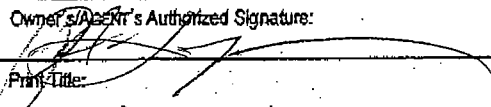
**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

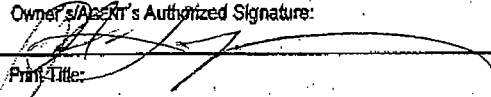
Public Entity Name	DLSE
Public Entity Address:	Street Address: 464 W. 4th ST
	City, State, Zip: San Bernardino, Ca 92401
Case Number/Date Claim Opened:	Case Number: 09-23908
	Date Claim Opened: 10/28/05
Name and Address of Claimant:	Name: Henry Gilbert
	Street Address: 41-555 Cook ST
	City, State, Zip: Palm Desert, Ca 92260
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Vacation Pay
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: open

Additional Pages are attached for a total of 126 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Securitas Security Services	Print Name of Owner: Corporation
Print Address of Firm: 500 Main St#500	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Orange, CA 92868	Print Title: HRM Employee Relations

Public Entity Name	DLSE
Public Entity Address:	Street Address: 7575 Metropolitan Dr. City, State, Zip: San Diego, Ca 92108
Case Number/Date Claim Opened:	Case Number: 10-58654 Date Claim Opened: 11/2/05
Name and Address of Claimant:	Name: Enrique Brown Street Address: 6160 Missions Gore Blvd. City, State, Zip: San Diego, Ca 92120
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Amount Paid: Open


Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 07-54957 GH
	Date Claim Opened: 05/04/05
Name and Address of Claimant:	Name: Joyce Ann Shaw
	Street Address: 2609 Parkside Drive
	City, State, Zip: Union City, CA 94587
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Unauthorized Deduction from (1) one payroll check for dental/vision benefits
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$1600.00

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 591 W. Hamilton Ave., #140	Owner's/Agent's Authorized Signature: <i>Clam</i>
City, State, Zip Code Campbell, CA 95008	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 591 W. Hamilton Ave., #140
	City, State, Zip Campbell, CA 95008
Case Number/Date Claim Opened:	Case Number: 12-60421 LM
	Date Claim Opened: 02/09/05
Name and Address of Claimant:	Name: Robert Dutcher
	Street Address: 59 Johnson Road
	City, State, Zip: Watsonville, CA 95076
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Overtime Wages; Wage Reduction
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Withdrawn


Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 591 W. Hamilton Ave., #140	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Campbell, CA 95008	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 591 W. Hamilton Ave., #140
	City, State, Zip Campbell, CA 95008
Case Number/Date Claim Opened:	Case Number: 12-62421 WM
	Date Claim Opened: 09/02/2005
Name and Address of Claimant:	Name: Yosief Abraha
	Street Address: 4742 Campbell Ave. Apt #15
	City, State, Zip: San Jose, CA 95130
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Vacation Time
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Dismissed without prejudice; Claimant did not show up for hearing


Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46745 1 MJ
	Date Claim Opened: 12/31/2004
Name and Address of Claimant:	Name: Leslie McCaskill
	Street Address: 758 ALLEN WAY
	City, State, Zip: YUBA CITY, CA 95993
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	NOT PAID FOR 10 HOURS IN MAY OF 2004
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Sent \$87.00 + \$1230 in penalties to Labor Board

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46745 1 MJ
	Date Claim Opened: 4/4/2005
Name and Address of Claimant:	Name: Jodi Brown
	Street Address: 8212 TIKI LN
	City, State, Zip: SACRAMENTO, CA 95828
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$833.30; No fines

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46177 1 MJ
	Date Claim Opened: 02/15/05 0800
Name and Address of Claimant:	Name: Andre James
	Street Address: 4521 EL CERRITO WY
	City, State, Zip: SACRAMENTO, CA 95820
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$750.00

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: <i>Clara</i>
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46741 1 MJ
	Date Claim Opened: 4/4/2005
Name and Address of Claimant:	Name: Laurette Smith
	Street Address: P.O. BOX 6955
	City, State, Zip: CITRUS HEIGHTS, CA 95621
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Dismissed

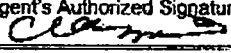
Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 15/17651 ER
	Date Claim Opened: 9/9/2005
Name and Address of Claimant:	Name: Eric Clink
	Street Address: 1261 JAXON WAY
	City, State, Zip: REDDING, CA 96003
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	NOT PAID AT TIME OF TERMINATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	settlement \$320

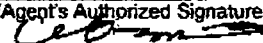
Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-45725 1 DD
	Date Claim Opened: 10/19/2004
Name and Address of Claimant:	Name: Andre James
	Street Address: 4521 EL CERRITO WY
	City, State, Zip: SACRAMENTO, CA 95820
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	NOT PAID DOUBLETIME FOR DAYS AFTER 7TH DAY
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Withdrawn

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: <i>Clem</i>
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46744 1 MJ
	Date Claim Opened: 4/4/2005
Name and Address of Claimant:	Name: Rodney Luster
	Street Address: 4517 MEADOW WAY
	City, State, Zip: OLIVEHURST, CA 95961
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$1600; No fines

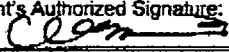
Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-48670 1 GM
	Date Claim Opened: 11/4/2005
Name and Address of Claimant:	Name: KS McClelland
	Street Address: 13250 COUNTY RD #99B
	City, State, Zip: WOODLAND, CA 95695
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	PAID AT \$10.00/hr INSTEAD OF \$11.00/hr FROM 8/5-10/21
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Pending

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: <i>Elaine McClain</i>
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46743 1 MJ
	Date Claim Opened: 5/2/2005 1:30
Name and Address of Claimant:	Name: Elaine McClain
	Street Address: 4500 COURTYARD WY
	City, State, Zip: ANTELOPE, CA 95843
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$448.62; No fines


Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 2045 Hurley Way, #175	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Sacramento, CA 95825	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 2045 Hurley Way, #175
	City, State, Zip Sacramento, CA 95825
Case Number/Date Claim Opened:	Case Number: 08-46742 1 MJ
	Date Claim Opened: 4/4/2005
Name and Address of Claimant:	Name: Aleksandr Obutkov
	Street Address: 4717 QUAD CT
	City, State, Zip: FAIR OAKS, CA 95628
Description of Work: (e.g., Janitorial)	Security Officer
Description of Allegation and/or Violation:	NOT PAID FOR VACATION
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$1040; No fines

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 155 East Shaw, Ste. 315	Owner's/Agent's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code Fresno, CA 93710	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 155 East Shaw, Ste. 315
	City, State, Zip Fresno, CA 93710
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened: 09/2/2004
Name and Address of Claimant:	Name: Thomas Price
	Street Address: 2221 W WALL
	City, State, Zip: STOCKTON, CA 95206
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Unpaid Final Wages
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$1788.00

Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 155 East Shaw, Ste. 315	Owner's/Agent's Authorized Signature: <i>Clem</i>
City, State, Zip Code Fresno, CA 93710	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 155 East Shaw, Ste. 315
	City, State, Zip Fresno, CA 93710
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened: 10/25/05
Name and Address of Claimant:	Name: Promise Amachree
	Street Address: 3396 E. SIERRA MADRE # B
	City, State, Zip: FRESNO, CA 93726
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Vacation Wage
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Pending

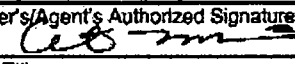
Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 155 East Shaw, Ste. 315	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Fresno, CA 93710	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 155 East Shaw, Ste. 315
	City, State, Zip Fresno, CA 93710
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened: 09/14/05
Name and Address of Claimant:	Name: Lloyd Johnson
	Street Address: 2008 BODEGA LANE
	City, State, Zip: MODESTO, CA 95350
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Reporting Time Pay
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$34.00


- Additional Pages are attached for a total of 126 pages.

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm below must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law / Payroll Violation.
- A debarment by a public entity listed below within the past ten years

Print Firm Name: Securitas Security Services USA, Inc.	Print Name of Owner: Publicly Owned Company
Print Address of Firm: 155 East Shaw, Ste. 315	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Fresno, CA 93710	Print Title: Vice President of Human Resources

Public Entity Name	Securitas Security Services USA, Inc.
Public Entity Address:	Street Address: 155 East Shaw, Ste. 315
	City, State, Zip Fresno, CA 93710
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened: 05/19/04
Name and Address of Claimant:	Name: Cherie Christl
	Street Address: 4735 EDGEBROOK AVE
	City, State, Zip: STOCKTON, CA 95208
Description of Work: (e.g., Janitorial) Security Officer	
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach Disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Settlement \$871.62

Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Firm Name (if Firm) SECURITAS SECURITY	Firm Name of Owner CORPORATION
Firm Address (if Firm) 1606 KOSTER ST. #A	Owner's Name and Title ART MCCAIN, VP/HR
City, State, Zip Code EUREKA, CA 95501	

Firm Name SECURITAS SECURITY	Date of Incident 6/29/2004
Case Number/Date 15-16271 MS	Date Claim Opened 6/29/2004
Name of Claimant LAMON BAILEY	
Name and Address of Claimant 3585 SPRING ST	
City, State, Zip EUREKA, CA 95508	
Occupation of Worker (i.e., Job Title) SECURITY OFFICER	
Description of Allegation ① Fleeced meal waiver Agreement ② Failure to provide rest period	
Disposition of Allegation ① CONCEDED - meal waiver claim - Paid \$49.50	
Disposition of Allegation ② Rest period claim dismissed - 7/29/2004	
Damages, penalties, Debarment, etc.	

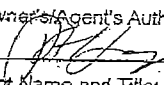
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE	Date of Incident: 4/15/02	
Case Number/Date: Claim Opened:	Case Number: 0668788	Date Claim Opened: 7/8/03
Name of Claimant: Name and Address Of Claimant:	Name: Armanda Dajaro	Street Address: 1055 Whitshire Blvd
	City, State, Zip: Los Angeles, CA 90017	
Description of Work: (e.g., janitor)	Security Officer	
Description of Allegation and/or Violation:	Unpaid Vacation	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	Unavailable	

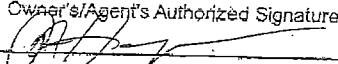
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE	Date of incident: 2/15/02
Case Number/Date Claim Opened: 0668790	Date Claim Opened: 7/8/03
Name: MARVA DAUGHTREY	
Name and Address of Claimant:	Street Address: 1055 Wilshire Blvd
	City, State, Zip: Los Angeles, CA 90017
Description of Work: (e.g., Janitor) Security Officer	
Description of Allegation and/or Violation: Unpaid Vacation	
Disposition of Finding (attach Disposition letter): Amount Paid; \$0	
(e.g., liquidated damages, penalties, Debarment, etc.)	

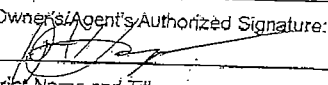
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE		Date of Incident: 12/12/00
Case Number/Date Claim Opened:	Case Number: 06 64169	Date Claim Opened: 1/10/02
Name of Claimant: Devroil Miller		
Name and Address of Claimant:		
Street Address: 3333 Wilshire Blvd		
City, State, Zip: Los Angeles, CA 90010		
Description of Work (e.g., janitor): Security Officer		
Description of Allegation and/or Violation: Unpaid Final Wages		
Disposition of Finding (attach Disposition letter): Amount Paid; \$ 868.00		
(e.g., liquidated damages, penalties, Debarment, etc.)		

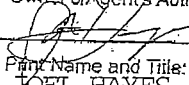
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSB	Date of Incident: 12/12/00
Case Number/Date Claim Opened: 06 63993	Date Claim Opened: 7/31/02
Name of Claimant: Kerri Miller	Name and Address of Claimant: Street Address: 3333 Wilshire Blvd. City, State, Zip: Los Angeles, CA 90010
Description of Work: (e.g., janitor) Security Officer	
Description of Allegation and/or Violation: Unpaid Final Wages	
Disposition of Finding (attach Disposition letter): Amount Paid: \$3,247.⁰⁰	
(e.g., liquidated damages, penalties, Debarment, etc.)	

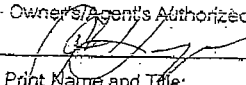
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSB	Date of Incident: 4/15/02
Case Number/Date Claim Opened: 0668787	Date Claim Opened: 7/8/03
Name: Brenda Redmond	
Name and Address Of Claimant:	Street Address: 1055 Wilshire Blvd.
City, State, Zip: Los Angeles, CA 90017	
Description of Work (e.g., janitor): Security Officer	
Description of Allegation and/or Violation: Unpaid Vacation	
Disposition of Finding (attach Disposition letter): Unavailable	
(e.g., liquidated damages, penalties, Debarment, etc.)	

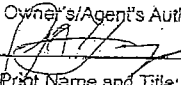
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE	Date of incident: 4/18/02
Case Number/Date Claim Opened: 066608	Date Claim Opened: 8/10/03
Name: Dermaive Roberts	
Name and Address Of Claimant:	Street Address: 320 W. 4 th ST
	City, State, Zip: Los Angeles, CA 90013
Description of Work: (e.g., janitor) Security Officer	
Description of Allegation and/or Violation: Uniform Maintenance	
Disposition of Finding (attach Disposition letter): Amount Paid; \$ 0	
(e.g., liquidated damages, penalties, Debarment, etc.)	

Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS SECURITY	Print Name of Owner: CORPORATION
Print Address of Firm: 1120 13th St, #B	Owner's Agent's Authorized Signature: <i>C. McCain</i>
City, State, Zip Code: MORISTO, CA 95351	Print Name and Title: ART MCCAIN, VPHR

Public Entity Name: SECURITAS SECURITY	Date of Incident: 10/20/03
Case Number/Date: 14-20537 PD	Case Number: 1121/04
Claim Contact: CHARLES F. SILVESTER	
Name and Address of Claimant: 1480 PORTSMOUTH WANE	
City, State, Zip: GUSTINE, CA 95322	
Description of Work (i.e., position): SECURITY OFFICER	
Description of Allegation under Violation: LATE PAYMENT OF FINAL WAGES - WAITING TIME Penalties	
Disposition of Finding (action): Dismissed by Labor Commissioner	
Disposition later: (e.g., Repealed, damages, penalties, Debarment, etc.) on 3/30/04	

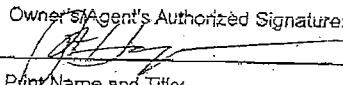
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE	Date of Incident: 10/21/02
Case Number/Date Claim Opened: 1730476	Date Claim Opened: 2/28/03
Name of Claimant: Wesley Taylor	Street Address: 4001 W. Alameda Dr.
Name and Address of Claimant: Burbank, CA 91505	City, State, Zip:
Description of Work: (e.g., janitor) Security Officer	
Description of Allegation and/or Violation: Unpaid Final Wages	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.) Amount Paid; \$0	

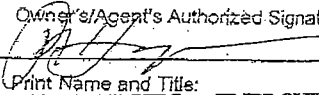
Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: SECURITAS, USA	Print Name of Owner: CORPORATION
Print Address of Firm: 500 SOUTH MAIN ST	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: ORANGE, CA 92868	Print Name and Title: JOEL HAYES, EMPLOYEE RELATIONS

Public Entity Name: DLSE	Date of Incident: 9/28/02
Case Number/Date Claim Opened: 0527908	Date Claim Opened: 9/17/03
Name of Claimant: Monty Turner	Street Address: 1240 E, 29th ST
Name and Address of Claimant:	City, State, Zip: Signal Hill, CA 90755
Description of Work: (e.g., Janitor) Security Officer	
Description of Allegation and/or Violation: Unpaid Final Wages	
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.) Amount Paid; \$ 1,303.12	

Additional Pages are attached for a total of 126 pages.

REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Determination by a public agency based solely within the past ten (10) years.

Name of Firm SECURITAS SECURITY	Firm Name of Owner CORPORATION
Firm Address 591 W. Hamilton #140	Owner's Agent's Authorized Signature <i>[Signature]</i>
City, State, Zip Code CAMPBELL, CA, 95008	Firm Name and Title ART MCCAIN, V.P. HR

Name of Firm SECURITAS Security	Date of Incident 1/28/04
Case Number 12-56208 J.M.	Date Claim Closed 11/28/04
Name Michael F. Hamilton	
Firm Address 701 CURTIS AVE #302	
City, State, Zip SAN JOSE, CA 95125	
Department SECURITY OFFICE	
Allegation 1 BACK wages 1/18/01 - 2/2/01	
Allegation 2 Vacation accrued	
Allegation 3 Reporting Time Pay	
Disposition All three Allegations Dismissed 5/26/04	

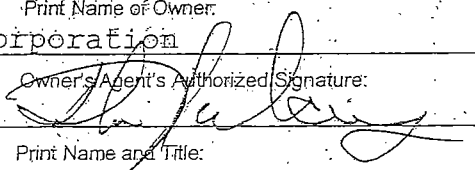
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>14-21338</u>	Case Number: <u>14-21338</u> Date Claim Opened: <u>10-23-2004</u>
Name and Address Of Claimant:	Name: <u>James Hazlett</u> Street Address: <u>1116 West Park Street</u> City, State, Zip: <u>Stockton, CA 95203</u>
Description of Work: (e.g., janitor)	<u>Board</u>
Description of Allegation and/or Violation:	<u>Violation</u>
Disposition of Finding (attach Disposition letter):	<u>Dismissed / DLSE lack Jurisdiction</u> <u>8-12-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.	

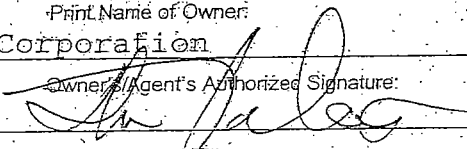
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-31367</u>	Date Claim Opened: <u>11-19-2003</u>
Name of Claimant: <u>Sonya Oyinde</u>	
Name and Address of Claimant: Street Address: <u>1123 E. Heelman St</u>	
City, State, Zip: <u>Long Beach, CA 90813</u>	
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages Overtime</u>	
Disposition of Finding (attach Disposition letter): <u>Under Investigation</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

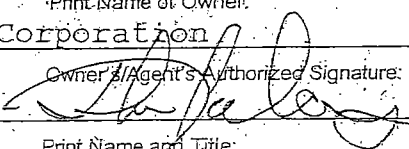
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date: <u>15-15488</u>	Date Claim Opened: <u>9-29-2003</u>
Name: <u>Theodore Benninghoven</u>	
Name and Address of Claimant: <u>854 Alpha St</u>	
City, State, Zip: <u>Eureka, CA 95503</u>	
Description of Work: (e.g., janitor) <u>Beard</u>	
Description of Allegation and/or Violation: <u>Meal Break</u>	
Disposition of Finding (attach Disposition letter): <u>ODA Issue Recover \$5,051.09</u>	
(e.g., liquidated damages, penalties, Debarment, etc.) <u>5-11-2004</u>	

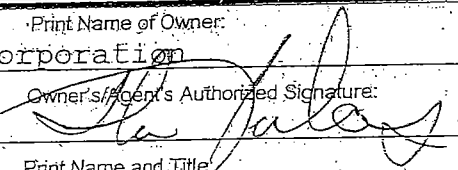
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>12-53831</u>	Case Number: <u>5-6-2003</u>
Name of Claimant: <u>Thomas Beno</u>	
Name and Address of Claimant: Street Address: <u>37 Shereen Place</u>	
City, State, Zip: <u>Campbell, CA 95088</u>	
Description of Work: (e.g., janitor) <u>Beard</u>	
Description of Allegation and/or Violation: <u>Violation</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed - DLSE Lack Jurisdiction</u>	<u>1-31-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

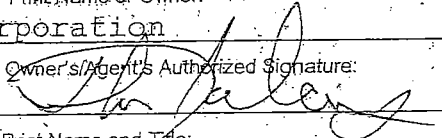
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-52953</u>	Date Claim Opened: <u>1-12-2004</u>
Name and Address Of Claimant:	Name: <u>Peter Bona</u> Street Address: <u>1206 E. Division St #D</u> City, State, Zip: <u>National City, CA 91950</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>Wages</u>
Disposition of Finding (attach Disposition letter):	<u>Direct Pay \$131.10</u> <u>2-25-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

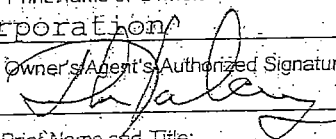
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>10-53227</u>	Date Claim Opened: <u>2-11-2007</u>
Name and Address Of Claimant: <u>1206 E. Division St</u> <u>National City, CA 91950</u>	Name: <u>Peter Bonn</u>
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>bonus</u>	
Disposition of Finding (attach Disposition letter): <u>Closed per Plaintiff's Request 3-26-2007</u>	
(e.g., liquidated damages, penalties, Debarment, etc.	

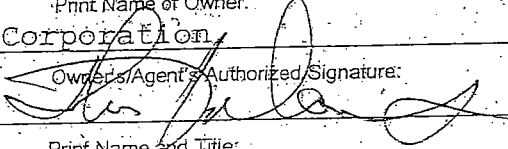
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-32252</u>	Date Claim Opened: <u>3-1-2004</u>
Name: <u>Rebecca Pantrel</u>	
Name and Address of Claimant: <u>3618 Baltic Ave</u>	
City, State, Zip: <u>Long Beach, CA 90810</u>	
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>vacation</u>	
Disposition of Finding: (attach Disposition letter) <u>Under Investigation</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

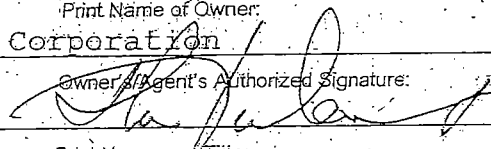
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>01-27821</u>	Date Claim Opened: <u>6-23-2004</u>
Name and Address Of Claimant:	Name: <u>Burton Carlson</u> Street Address: <u>4516 Blossom Valley Lane</u> City, State, Zip: <u>Bakersfield, CA 93313</u>
Description of Work: (e.g., janitor)	<u>Beard</u>
Description of Allegation and/or Violation:	<u>W/APS</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.	<u>Dismissed Failed to Respond 9/15/2004</u>

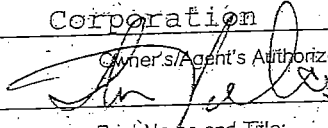
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSI</u>	Date of Incident:
Case Number/Date: <u>15-16241</u>	Date Claim Opened: <u>5-24-2004</u>
Claim Opened: <u>Robert Carranco</u>	Name:
Name and Address of Claimant: <u>7532 Ray Ave</u>	Street Address:
City, State, Zip: <u>Samoa, CA 95564</u>	City, State, Zip:
Description of Work: (e.g., janitor) <u>Guard</u>	Description of Allegation and/or Violation: <u>Meal/Break</u>
Disposition of Finding: (attach Disposition letter): <u>Direct Pay \$3,545.00</u>	Disposition of Finding: (attach Disposition letter): <u>7-8-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

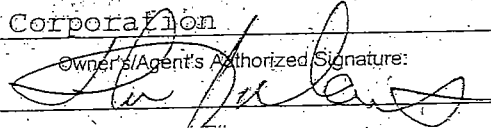
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St. #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLST</u>	Date of Incident:
Case Number/Date Claim Opened: <u>05-31772</u>	Date Claim Opened: <u>12-10-2003</u>
Name and Address of Claimant: <u>#254</u>	Name: <u>Edgar Clemena</u>
Street Address: <u>29021 Bouquet Canyon Rd</u>	City, State, Zip: <u>Santa Clarita, CA 91350</u>
Description of Work: (e.g., janitor) <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages, Vacation</u>	
Disposition of Finding: (attach Disposition letter): <u>Dismissed - No Merit</u> <u>3-5-2004</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

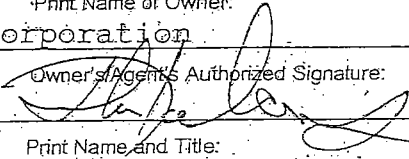
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>09-17959</u>	Date Claim Opened: <u>2-10-2004</u>
Name of Claimant: <u>Paul Loonce</u>	
Name and Address of Claimant: <u>1445 E. Florida Ave</u>	Street Address:
<u>Hemet, CA 92543</u>	City, State, Zip:
Description of Work (e.g., janitor): <u>Guard</u>	
Description of Allegation and/or Violation: <u>Wages</u>	
Disposition of Finding (attach Disposition letter): <u>Dismissed No Merit 3-24-04</u>	
(e.g., liquidated damages, penalties, Debarment, etc.)	

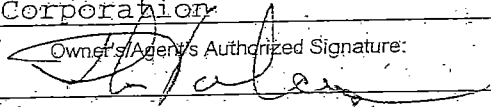
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agency's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D. Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>09-17510</u>	Date Claim Opened: <u>12-31-2003</u>
Name of Claimant: <u>Mary Rosenza</u>	Street Address: <u>80-876 Hwy 111 Sp 77</u>
Name and Address of Claimant:	City, State, Zip: <u>Indio, CA 92201</u>
Description of Work: (e.g., janitor) <u>Guard</u>	Description of Allegation and/or Violation: <u>Wages</u>
Disposition of Finding (attach Disposition letter): (e.g., liquidated damages, penalties, Debarment, etc.)	<u>settled between parties 1-27-2004</u>

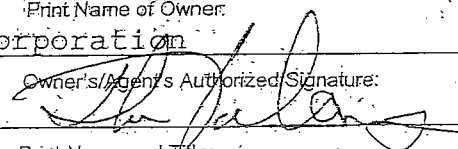
Additional Pages are attached for a total of 126 pages.

**REQUIRED FORM Q
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

FIRM must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- An determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- Debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Securitas</u>	Print Name of Owner: <u>Corporation</u>
Print Address of Firm: <u>500 S. Main St #500</u>	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: <u>Orange, CA 92868</u>	Print Name and Title: <u>John Delaney, B.D., Mgr</u>

Public Entity Name: <u>DLSE</u>	Date of Incident:
Case Number/Date Claim Opened: <u>07-51673</u>	Date Claim Opened: <u>1-7-2004</u>
Name and Address Of Claimant:	Name: <u>Kennedy Conroy</u> Street Address: <u>1810 Central Ave #309</u> City, State, Zip: <u>Alameda, CA 94501</u>
Description of Work: (e.g., janitor)	<u>Guard</u>
Description of Allegation and/or Violation:	<u>waiting time penalty</u>
Disposition of Finding: (attach Disposition letter):	<u>Direct Pay \$893.64</u> <u>4-15-2004</u>
(e.g., liquidated damages, penalties, Debarment, etc.)	

Additional Pages are attached for a total of 126 pages.

	AA.	Default and Termination.....	B.11
	BB.	Notification.....	B.14
	CC.	Changes and Amendments of Terms.....	B.14
	DD.	Confidentiality.....	B.15
	EE.	Contractor's Charitable Activities Compliance.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement	B.15
Section 3		General Conditions of Contract Work	
	A.	Labor.....	B.18
	B.	Public Convenience.....	B.18
	C.	Cooperation.....	B.18
	D.	Care and Protection of Facilities.....	B.18
	E.	Equipment, Labor, Supervision, and Materials.....	B.18
	F.	Permits/Licenses.....	B.18
	G.	Quality of Work.....	B.18
	H.	Quantities of Work.....	B.19
	I.	Cooperation and Collateral Work.....	B.19
	J.	Authority of Public Works and Inspection.....	B.19
	K.	Safety Requirements.....	B.19
	L.	Public Safety.....	B.19
	M.	Work Area Controls.....	B.19
	N.	Transportation.....	B.20
	O.	Storage of Material and Equipment.....	B.20
	P.	Jobsite Safety.....	B.20
	Q.	Labor Law Compliance.....	B.20
	R.	Overtime.....	B.20
	S.	Prohibition Against Use of Child Labor.....	B.20
Section 4		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status.....	B.22
	B.	Indemnification.....	B.22
	C.	Workplace Safety Indemnification.....	B.22
	D.	General Insurance Requirements.....	B.23
	E.	Compensation for County Costs.....	B.24
	F.	Insurance Coverage Requirements for Subcontractors.....	B.24
	G.	Insurance Coverage Requirements.....	B.25
Section 5		Contractor Responsibility and Debarment.....	B.27
Section 6		Contractor Employee Jury Service Program	
	A.	Contract Subject to Jury Service Program.....	B.28
	B.	Written Employee Jury Service Policy.....	B.28
Section 7		Local Small Business Enterprise Preference Program.....	B.30
Section 8		Safely Surrendered Baby Law Program	
	A.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.31
	B.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.31
Section 9		Compliance with Living Wage Program	
	A.	Living Wage Program.....	B.32
	B.	Payment of Living Wage Rates.....	B.32

C.	Contractor's Submittal of Certified Monitoring Reports.....	B.33
D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and claims.....	B.34
E.	County Auditing of Contractor Records.....	B.34
F.	Notifications to Employees.....	B.34
G.	Enforcement and Remedies.....	B.35
H.	Use of Full-Time Employees.....	B.36
I.	Contractor Retaliation Prohibited.....	B.37
J.	Contractor Standards.....	B.37
K.	Neutrality in Labor Relations.....	B.37

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Contract Discrepancy Report**
- EXHIBIT F Notice of Proposed Payment Adjustment**
- EXHIBIT G Equipment Inventory, Damage, and Loss Liability**
- EXHIBIT H Statement of Loss of County Security Equipment**
- EXHIBIT I Performance Requirements Summary**

AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, 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 Securitas Security Services, Inc., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: That the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and the CONTRACTOR'S Proposal filed with the COUNTY on November 21, 2005, hereby agrees to provide services as described in the attached specifications for Armed and Unarmed Security Services for Public Works Headquarters Complex, including, but not limited to, Exhibit A, Scope of Work.

SECOND: That 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, Contract Discrepancy Report; Exhibit F, Notice of Proposed Payment Adjustment; Exhibit G, Equipment Inventory, Damage, and Loss Liability; Exhibit H, Statement of Loss of County Security Equipment; Exhibit I, Performance Requirements Summary; and the CONTRACTOR'S Proposal, all attached hereto, and Addenda to the Request for Proposals, and are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: That 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 hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$597,000, or such greater amount as the Board may approve.

FOURTH: That this Contract's initial term shall be for a period of one year commencing on February 21, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

//
//
//
//

FIFTH: That the CONTRACTOR shall bill for work performed at the hourly rates quoted in Form PW-2, Schedule of Prices. CONTRACTOR shall present monthly invoices in triplicate (original and two copies) for work performed under the scope of this Contract during the preceding month, based on the actual number of hours worked and the hourly rates reflected in Form PW-2, Schedule of Prices. CONTRACTOR'S invoices shall clearly indicate this Contract number, the month, description of work, and employee monthly time reports. Invoices for any additional or emergency services requested by the Contract Manager, shall reflect the day(s) and type of service(s) and hour(s) required to perform the extra work. Public Works reserves the right to request additional information it may deem necessary on the invoices.

SIXTH: That Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. 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: That 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: That 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: That 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. 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.

TENTH: That in the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

ELEVENTH: That the CONTRACTOR agrees in strict accordance with this Contract specifications and conditions to meet the COUNTY'S requirements.

//
//
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, 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 _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Robert Cartwright*
Deputy

SECURITAS SECURITY SERVICES,
INC.

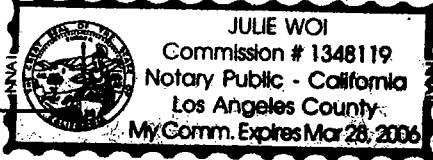
By *Carol Mitchell*
Its President

Carol Mitchell
Type or Print Name

By *John D. Phillips, AUP-LA*
Its Secretary

John D. Phillips
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> } On <u>January 18, 2006</u> before me <u>Julie Woi</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>John D. Phillips and Coral Mitchell</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> 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.</p> <p>Witness my hand and official seal.</p> <p><u>Julie Woi</u> <small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S)</p> <p>_____, AND</p> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)</p> <p>_____ _____ _____</p>
---	---

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:**

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

**CERTIFICATE OF ASSISTANT SECRETARY
OF
SECURITAS SECURITY SERVICES USA, INC.,
a Delaware corporation**

The undersigned, Albert Y. Park, hereby certifies that:

1. He is the duly elected and acting Assistant Secretary of Securitas Security Services USA, Inc., a Delaware corporation (the "Company").
2. The following preambles and resolutions were duly adopted by the Board of Directors of the Company as of September 15, 2003:

WHEREAS, the Company enters into from time to time contracts with customers to provide security services;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it would be in the best interest of the Company to give authority to certain employees of the Company to approve and execute bids, proposals contracts, license applications and bonds, subject to compliance with the Company's Policies and Procedures for Contracts with Clients in effect from time to time (the "Contracts Policies and Procedures");

WHEREAS, the Board had previously adopted resolutions by unanimous written consent as of July 1, 2003 to grant such authority to certain employees of the Company (the "July Resolutions"); and

WHEREAS, the Board has determined that it would be in the best interest of the Company to rescind the July Resolutions and adopt the following resolutions to be effective as of July 1, 2003 to replace the July Resolutions.

RESOLVED, that the Company authorizes the Region Presidents, Area Vice Presidents, Area Directors, Area Managers and Branch Managers of the Company to approve and execute bids, proposals, contracts, license applications and bonds, in connection with the furnishing of security services and other services, including implementing documents in furtherance of those items specifically enumerated above, which shall be binding upon this Company, subject to compliance with the Company's Contracts Policies and Procedures in effect from time to time;

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company may certify and provide a copy of these resolutions upon request to interested parties, and that such certification shall be evidence without further action being required on the part of the recipient, that the person executing the bid, proposal, contract, license application, bond, or implementing document, to which such certification refers or is attached, was properly authorized or designated to sign such bid, proposal, contract, license application, bond, or implementing document and that the same is binding upon this Company in all respects; and

FURTHER RESOLVED, that the foregoing resolutions shall be effective as of July 1, 2003 and shall supersede any previous resolutions of the Board relating to the subject matter of the foregoing resolutions.

- 3. Said resolution has not been amended or rescinded and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary as of the 8th day of October, 2004.

[seal]



ALBERT Y. PARK, Assistant Secretary

SCOPE OF WORK

ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Vikki Valles of the Facilities Management Group, who may be contacted at (626) 458-7393, e-mail address: vvalles@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person 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. Contracted Facilities

Headquarters Complex *
900 South Fremont Avenue
Alhambra, CA 91803

*The Headquarters Complex is defined as the tower, the ancillary building, the Annex, the parking structure, and the surface parking area.

Subject to adjustment by the Contract Manager, the Contractor shall provide 24-hour armed/unarmed security with three shifts per day: 1) day shift (Monday through Thursday) shall consist of a security manager, lieutenant, two armed security officers, and four unarmed security officers; day shift (Friday) shall consist of a lieutenant and two unarmed security officers; day shift (weekends and holidays) shall consist of a lieutenant and one unarmed security officer; 2) swing shift (Monday through Friday) will consist of a lieutenant and two unarmed security officers; swing shift (weekends and holidays) shall consist of a lieutenant and one unarmed security officer; and 3) graveyard shift (weekdays, weekends, and holidays) shall consist of a sergeant and one unarmed security officer.

Facilities covered and the number of hours may be increased or reduced during the contract period by the Contract Manager. Any additional work requested by the Contract Manager will be provided to the County at the same rates outlines in Form PW-2, Schedule of Prices. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities (yards, dams, spreading grounds, office, etc.) as a result of break-ins, personnel threats, etc. Any coverage changes will be preceded by a conference between the Contractor and the Contract Manager. Additionally, Public Works may require minor short-term investigative surveillance services.

C. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing assured service to the County in the event of a strike of Contractor's employees.

D. County's Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in this Exhibit's Paragraph L.5.a, Quality Assurance, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

E. Description of the Services to be Performed

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.

1. Basic Function

Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned Public Works facilities; safeguard County property against fire, theft, vandalism, illegal entry, etc., and provide information and other assistance.

2. Statement of Performance Standards

- a. Security officers shall not eat, read, or use personal radios, record, CD, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be attired in uniform as outlined in this Exhibit's, Paragraph I.1, Contractor - Furnished Items. Security officers shall be in full uniform, including black shoes and ties, and badges at all times. Uniform hats are not required. During summer months, ties shall be optional.
- d. Security officers shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephone except for the purpose of making or receiving calls to or from their supervisors or representatives of the County.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours shall be discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable appearance.

3. Knowledge and Skills

Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers shall have a good knowledge of self-defense and public restraint procedures. Security officers shall be able to communicate effectively with individuals and the general public. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

Security officers shall be punctual and have regular attendance. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall so advise the Contract Manager prior to the scheduled starting time. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

5. Reports and Logs

Security officers shall author and maintain a daily security log sheet, which shall be made available each day to the Contract Manager.

Security log sheets shall include, but are not limited to, times for the beginning and end of the daily shift and times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.

Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.

Security officers shall report immediately (to the Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the Contract Manager, within two hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

6. Supervisor's Inspection

Contractor shall provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, with the Contract Manager on a monthly basis.

The Contractor's supervisors shall attempt to resolve all routine questions concerning the beat assignments. Where unresolved questions arise, the supervisors will contact the Contract Manager for advice. In the event of an emergency, the supervisors shall be notified immediately by the security officer on duty.

7. Office for Inquiries and Complaints

The Contractor shall maintain a telephone at an office within Los Angeles County. The Contractor shall have a responsible person(s) who will take

necessary action regarding all inquiries and/or complaints that may be received from security officers, the Contract Manager, or Director. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.

The Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

F. Contractor's Employee Criteria

1. The Contractor's Security Officer General Requirements:

- a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent in speaking and writing the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18 to perform work.
- e. Security officers shall have a working knowledge of pertinent Penal Code sections; i.e., powers of arrest, etc.
- f. Security officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) State of California Guard Registration Card;
 - 2) Valid California Class "C" Driver's License;
 - 3) Valid Social Security Card;
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran);

- 5) State of California Firearms Qualification Cards (for armed security officers);
 - 6) B.S.I.S. impact weapon (baton) training;
 - 7) Security officers require drug testing, credit, criminal and Department of Motor Vehicles background investigations as well as employment verification including any periods of unemployment in the last ten years;
 - 8) Security officers shall possess a valid Red Cross Certification in First Aid;
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR); and
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED).
- g. Security officers shall be in good physical condition, i.e., able to walk-up 12 flights of stairs, and to be able to carry out all the other physical requirements of the job.
 - h. The Contractor shall provide a resume to the Contract Manager on each security officer submitted for employment under this Contract. Resume requirements are outlined in this Exhibit's Paragraph N, Background Investigations by Contractor.
 - i. All security officers provided to Public Works shall meet the above standards and be certified to the Contract Manager, in writing, at least one working day prior to assignment of a security officer to a Public Works facility.
 - j. No security officer shall be assigned to a shift before receiving at least four hours' on-site training (paid by Contractor at least the living wage rate) from Contractor's supervisory employee.
 - k. All full-time security officers (at a minimum, more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.
 - l. At the request of the Contract Manager, the Contractor shall remove from work, under these Specifications, any security officer who fails to meet the aforementioned requirements.

The Contractor shall immediately replace any security officer removed in order to continue required service levels.

2. Other Contractor Obligations
 - a. By the placing of security officers at Public Works facilities, the Contractor shall be certifying that those persons assigned are in a sound physical and emotional health necessary to perform duties required.
 - b. Work areas and/or location(s) in Public Works used by the Contractor shall be accessible and subject to inspection by the Contract Manager.
 - c. The work area(s) and/or any location(s) used by the Contractor will be subject to inspection by various public entities responsible for the inspection of other County and public facilities.
 - d. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor shall operate radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss or other than normal wear and tear of said equipment.
 - e. The Contractor shall be responsible for obtaining necessary labor approvals which will allow its employees to work a 4/40 work week under this Contract. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week.
 - f. The Contractor shall be responsible for and shall provide security for all supplies and equipment in buildings and/or areas under the Contractor's control or use during the course of this Contract.
3. The following security regulations are required:
 - a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. Security officers shall be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at a Public Works facility and shall be subject to all rules and regulations of the facility.

- b. The Contractor shall immediately report to the Contract Manager any accidents and/or loss of equipment, supplies, etc.
- c. The Contractor shall provide the Contract Manager with an updated list of employees names who can be assigned to Public Works facilities. The list shall include age, address, classification, social security number, date of birth, driver's license number, and length of service with Contractor.
- d. Keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and left with the Contract Manager at the end of each shift where required.
- e. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Indiscreet conduct or actions.
 - 5) Reading newspapers, magazines, or other nonwork - related materials.
 - 6) Listening to radios, TVs, record, tape, or CD players.
 - 7) Wearing of headphones.
 - 8) Rude or inconsiderate acts to County employees and/or visitors.
 - 9) Using cellular phones for personal business.
 - 10) Using Public Works' Fitness Center or any of its shower facilities.
 - 11) Playing handheld computer devices, i.e., IPOD, game boy, etc.

4. Emergency Conditions at Facility

In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the Contract Manager or designated representative. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

G. Contract Administration

1. Role of County Staff: Contract Manager

The Contract Manager will be available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff: Account Executive

The Contractor shall assign an account executive to Public Works account. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between the Contractor and the Contract Manager. The Contractor's on-site supervisor shall not be designated the account executive.

3. Contract Director

- a. The Contractor shall provide the name of the Contract Director who is to work on this project to the Contract Manager prior to the commencement of this Contract. The Contractor shall provide a telephone number(s) where the Contract Director (or identified alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. The Contract Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. The Contract Director or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.
- d. The Contract Director shall have demonstrated previous experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak, and understand English.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

H. County-Furnished Items

1. Public Works will furnish, without cost, to Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using Public Works facilities for conducting other business interests which are not related to, or required for, Public Works security services. Telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the Contract Manager on a monthly basis to determine any abuse.
 - b. The Radiotelephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
2. Prior to Contract start-up, the Contractor and the Contract Manager will prepare an equipment inventory (Exhibit G) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by QAE and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit E) will be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
3. The Contractor shall not make any alterations to the equipment or facilities except with the written permission of the Contract Manager.
4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment

issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for issued equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

I. Contractor-Furnished Items

1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt - solid black
 - d. Tie - solid black
 - e. Tie bar
 - f. Socks - solid black
 - g. Shoes - solid black
 - h. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.

5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam Brown belt
 - b. Handcuff case
 - c. Four keepers
 - d. Key snap
 - e. One heavy-duty, 3 or 5 cell flashlight
 - f. One set of handcuffs, plus female key
 - g. Badge
 - h. Name tag
 - i. Holster (armed security officers only)
 - j. Ammunition pouch (armed security officers only)
 - k. Baton ring
 - l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position. The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures (armed security officers only).
 - m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semijacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semijacketed hollow point only (armed security officers only).

- n. One baton, as requested
- o. Rain gear (as needed)

J. Weapons List

The Contractor shall provide the Contract Manager with the make and serial number of each security officer's revolver. The list shall be provided prior to a security officer being assigned to a Public Works facility.

K. Identification Badges

The Contractor shall issue its employees a photo-identification badge. The County will also provide a Public Works photo-identification badge to be visibly worn in conjunction with the Contractor's required identification badge. The location on the uniform where the identification badges shall be worn will be approved by Public Works. It is mandatory that each of Contractor's employees wears these identification badges while working in the facilities. Loss or theft of a Public Works photo-identification badge shall be immediately reported to the law enforcement agency having jurisdiction where the loss or theft occurred. The affected Contractor employee shall also report the loss or theft to the Contract Manager within 24 hours, along with a copy of the police report. The Contract Manager will report the loss or theft to the County's Office of Security Management via a Security Incident Report.

L. Specific Tasks

The Contractor shall prepare a work plan in concert with the Contract Manager, including a security officer's beat instruction book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan shall be submitted to the Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of safes, special instructions concerning the particular assignment, etc. The Contractor shall update the Beat Instruction Books at least twice a year or more often, if necessary. The security officer's performance on assignment shall conform to these instructions in the beat books.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Be courteous.

- c. Maintain good personal appearance.
- d. Maintain good uniform appearance.
- e. Monitor parking, as directed.
- f. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- g. Intervene to terminate injurious acts.
- h. Conduct searches of individuals for weapons.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- j. Answer questions of visitors to a Public Works facility regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Prevent the introduction of a contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Close and lock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Open and unlock gates and doors, as directed.
- r. Raise and lower flags.
- s. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- t. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and CPR; and notify supervisor if further assistance is considered necessary or desirable.

- u. Immediately relay reports of bomb threats to the Contract Manager.
- v. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- w. Report malfunctioning equipment, liquid spills, and other such matters to the Contract Manager.
- x. Monitor alarm systems.
- y. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate situation encountered and take prescribed action.
- z. Monitor electronic surveillance equipment.
- aa. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses and suspects to ascertain or verify facts.
- bb. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors to the Headquarters Complex.
- cc. Detain suspects pending transportation and booking by the local law enforcement agency.
- dd. Operate a bicycle, motor cart, or automobile, where directed.
- ee. Knowledge in the care and use of an impact weapon (baton).
- ff. Knowledge of self-defense and restraint procedures.
- gg. Communicate effectively with individuals and the general public.
- hh. React quickly, take command of an emergency situation.
- ii. Use good judgment and discretion in handling the unruly or trespassing public.
- jj. Remember facts and details concerning specific situations.
- kk. Write incident reports.
- ll. Complete nonemployee injury reports.
- mm. Maintain logs and reports.

- nn. Provide escort services.
- oo. Assist other security officers.
- pp. Hold over at the facility until properly relieved.
- qq. Be required to take primary photographs.
- rr. Activate fire or other emergency procedures as required.

2. Supervisor Tasks (Security Manager)

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's on-site supervisors. The supervisors shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal appearance.
- j. Maintain good uniform appearance.
- k. Update and explain post procedures.
- l. Have working knowledge of radio procedures.
- m. Conduct investigations.

- n. Complete all necessary reports specified in this Contract.
- o. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish, with the advice and consent of the Contract Manager, contract policy and procedures.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of forms (see Exhibits E through H) applicable to the security Statement of Work:

Contract Discrepancy Report (Exhibit E)
Notice of Proposed Payment Adjustment (Exhibit F)
Equipment Damage and Loss Liability (Exhibit G)
Statement of Loss of County Security Equipment (Exhibit H)

5. Performance Requirements Summary

Exhibit I lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

Each month, the Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling.
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3) Customer complaints.

b. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the Contract Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the Contract Manager determines the performance is unacceptable, the Contract Manager will initiate a Contract Discrepancy Report which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance shall be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate Contractor's explanation and determine if full payment or partial payment is applicable.

c. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

d. Contractor Payment

For acceptable performance, the Contractor will be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage

or the number of hours of unacceptable service. When performance does not conform with the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

e. Adjustment for Deviation

The Performance Requirements Summary (Exhibit I) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

f. Notice of Adjustments

The County will give the Contractor written notice of any adjustments. The Contractor shall respond to the notice within three days of receipt. If there is no response from Contractor within this period, the County will assume the Contractor's concurrence.

6. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The final decision as to suitability of security officers and supervisors for employment rests with Public Works.

- a. Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material, and personnel that the security officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment and as necessary or requested by Public Works during employment. Discretion as to suitability for employment of security officers or supervisors by Contractor rests with Public Works.
- b. Security officers and supervisors shall be able to pass the County's background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the Sheriff's Department investigation process.
- c. Security officers and supervisors who have been involved in any of the following will not be accepted:

- 1) Any felony conviction.
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse.
 - 4) Any pattern of irresponsible behavior including, but not limited to an unreasonable driving or employment record.
- d. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
- 1) General Information
The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History
A listing of the candidate's present or last job first, then all jobs held, and any period of unemployment in the last ten years, highlighting security experience.
 - 3) Military Record
If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Where candidate does not possess a Selective Service Card or military discharge papers, explain why.
 - 4) Criminal Record
Any criminal record of the candidate shall be shown.
- e. Contract Director - Equivalent of four years' paid security management experience.
- f. Security Manager - Equivalent of eight years' security supervisory experience.

- g. Supervisors (Lieutenant level and above) - Equivalent of two years' security supervisory experience.
- h. Sergeants - Equivalent of three years' paid armed security experience and one year's security supervisory experience.
- i. Unarmed security officers - Equivalent of two years' paid security experience.
- j. Armed security officers - Equivalent of three years' paid armed security experience.
- k. Security officers and supervisors shall possess:
 - 1) Current State of California Guard Registration Card;
 - 2) Current State of California Weapons Permit (except unarmed);
 - 3) Impact weapon (baton) training certification as approved by B.S.I.S.;
 - 4) Current First Aid Certificate or EMS Certificate;
 - 5) Current Cardiopulmonary Resuscitation Certificate;
 - 6) Current Automated External Defibrillator Certificate;
 - 7) Valid California Class "C" Driver's License; and
 - 8) Social Security Card.

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire.

- l. The Contractor shall not assign employees under the age of 18 to perform work for Public Works. All of the Contractor's employees working at Public Works' facilities shall be able to read, write, and communicate in English.

M. Minimum Level of Compensation

The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer – (unarmed)	\$11.00/hr.
Security Officer – (armed)	\$12.50/hr.
Sergeant – (unarmed)	\$13.50/hr.
Lieutenant – (unarmed)	\$15.00/hr.
Security Manager	\$24.00/hr.

N. Background Investigations

The Contractor shall complete background investigations and training requirements for all security officers and supervisors to be utilized under this Contract. Documentation of a background investigation and training of security officers by the Contractor shall be presented to the Director when requested by the Contract Manager. If such documentation is not presented as required, this Contract may be subject to cancellation.

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 damage 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 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; and
 - 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 from monies due the Contractor, liquidated damages in the sum indicated Exhibit I, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

P:\aspub\CONTRACT\Leticia\Security-HQ\SECURITY HQ 2006\EXHIBIT A-SCOPE OF WORK.doc 10/25/2005

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

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

Board. The Board of Supervisors of the 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 shall include the Specifications, together with any special provisions thereof. 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, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by 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.

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 their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced 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 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 to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, 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.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The 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. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

Contractor acknowledges that the 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 the Contractor with the poster to be used.

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement 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).

G. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

- equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
 3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all 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. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
 5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
 6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
 7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the 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 the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Disclosure of Information

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

- a. The Contractor shall develop all publicity material in a professional manner.
- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions

or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

1. The 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 the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

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

Q. No Payment for Services Following Expiration or Termination of Contract

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

R. Limitation of the County's Obligation Due to Nonappropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract at the Director's sole and absolute discretion shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a written formal assignment agreement whereby the assignee agrees to assume all obligations in this Contract. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including, all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions,

provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Z. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of

the 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 the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 2, Paragraph AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.

- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 10 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

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 in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
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 the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the 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.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. 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), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202).

FF. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller

within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to, non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including, without limitation records relating to, work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County, in its sole discretion, to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term

of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Public Convenience

The Contractor shall so 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.

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. 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 the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The 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 the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The 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.

J. 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.

K. Safety Requirements

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

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The 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. The 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.

Q. Labor Law Compliance

The 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. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. 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 Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the 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 the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

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

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all ,he Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, officers, employees, and agents 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 the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment

otherwise due the Contractor any costs incurred or anticipated to be incurred by the 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 the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Nonemployee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

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 for Subcontractors

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

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage). General liability must include firearms coverage and any related coverage.
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$9.46 per hour, if in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall 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 Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a

minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including, any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to, or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified

monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further organization of, or collective bargaining activities by, or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspubl\CONTRACT\Leticia\Security-HQ\SECURITY HQ 2006\EXHIBIT B-PROPA-SECURITY-HQ-05.doc

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

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 2003 are less than \$34,692 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 9, 2004.

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 by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 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 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame.

No blame.

No names.

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



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

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

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



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: _____

Facility _____

Employee Name _____

Employee Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before?

Yes___ No___ If yes, when? _____

2. Contractor Response (to be completed by Contract Director)

Date received from County: _____

Corrective Action:

Plan to Prevent Recurrence:

Signed _____ Date _____
Contract Director

3. Return to Contract Manager

DATE:

TO:

FROM:

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the "Armed/Unarmed Security Services for Public Works Headquarters Complex" for Contract Deviations(s) at:

Facility: _____

Date: _____

Shift: _____

Amount of Deduction: \$ _____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, Administrative Services Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

P:\aspub\CONTRACT\Leticia\Security-HQ\SECURITY HQ 2006\Exhibit F.doc 08/30/2005

Attach. Contract Discrepancy Report (Exhibit E)

TO: Contract Manager

FROM: _____ Contractor (firm name)

EQUIPMENT DAMAGE AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for "Armed/Unarmed Security Services for Public Works Headquarters Complex," all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with the County.

The following equipment was issued to the Contractor:

	EQUIPMENT	CONDITION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: _____ Contract Manager: _____

Date: _____ Contractor (Firm Name): _____

Date: _____ Contractor's Authorized Signature: _____

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, _____, do hereby report the loss of the _____.
(Identify what equipment was lost/stolen). The _____ was
lost/stolen under the following circumstances, and cannot be found. In the space provided
below, explain the circumstances under which the item or items were lost/stolen.

Date of Loss: _____

Police Agency Report to: _____

Date: _____

Contractor (Firm Name): _____

Contractor's Authorized Signature: _____

EXHIBIT I.1

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
QUALIFICATION - OFFICER 1. Provide First Aid (as needed)	Current first aid Certification. Aid provided when required.	100% Security Personnel all times	0%	Management Reports 100% Inspection Validated Complaints Random Sampling	*Deduct 8 hours Remove Officer
2. Use of Baton	Current baton certification	100% Security Personnel all times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 8 hours Remove Officer
3. Keep Qualifications Current: Guard Required Cardiopulmonary Certification CDL Class "3" Social Security	Current certification	100% Security Personnel	0%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours Remove Officer
AREA CONTROL - OFFICER 4. Provide Information	Accessibility and visibility by public. Informed public.	Questions are answered all shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
5. Escort Services	Escort provided within 5 minutes of request.	100% as needed	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
6. Area Control	Procedures followed. Facility secure.	100% daily all times	0%	Management Reports Random Sampling Validated Complaints	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.2

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SCHEDULE - OFFICER 7. Report to work on time - Promptness	Security being performed.	5 minutes of schedule all shifts	5%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
8. Lock Facility	Facilities locked.	100% as required	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
9. Unlock Facility	Facilities unlocked.	100% as required	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
10. Raise and Lower Flags	Properly attached. Flags folded and properly stored.	5:30 a.m. - 6 p.m.	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
11. Held Over Until Relieved	Procedures followed. Post manned at all times.	100% all shifts	0%	Management Reports Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.3

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
COMMUNICATIONS - OFFICER 12. Proper Care and Operation of Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	100 % Proper operation all times	5%	100% Inspection Random Sampling Management Reports Validated Complaints	*Deduct 2 hours
PATROL - OFFICER 13. Time Clock Patrol	Rounds made on schedule. Clocks activated.	100% daily	0%	100% Inspection Management Reports Random Sampling	Deduct 1 hour
14. Welcome/Screen/Direct Visitors	Information/directions provided.	100% as required	5%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours or remove Officer.
15. Use bicycle or vehicle to make parking lot, facility, etc. Patrol/inspection	Facility secure.	100% each shift	0%	100% Inspection Random Sampling Validated Complaints	*Deduct 8 hours or remove Officer.
16. Incident Reports	Filed within the time frame requested.	100% as required	0%	100 % Inspection Random Sampling Validated Complaints	*Deduct 4 hours
DOCUMENTATION - OFFICER 17. Maintain Facility Log	Log completed.	100% daily	10%	100% Inspection Random Sampling Management Reports	*Deduct 1 hour
18. Daily Reports	Filed daily.	100% daily	15%	100% Inspection	*Deduct 1 hour

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.4

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
19. Nonemployee Injury Report	Completed by end of shift for each occurrence. File as needed.	100% as required	0%	Validated Complaints 100% Inspection Random Sampling	*Deduct 2 hours
20. Special Reports As Needed	Filed within time frame requested.	100% as required	15%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
PROCEDURES - OFFICER 21. Working knowledge of Facility and Beat Security Book	Facility security function complete.	100% daily all times	10%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours
22. Assists Other Officers and Law Enforcement	Officer assisted as needed.	100% all shifts all times	0%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours Remove Officer
23. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	100% all times	0%	100% Inspection Validated Complaints Management Reports Random Sampling	*Deduct 8 hours Officer Trained
24. Provide for Medical Assistance As Needed	Completion of training procedures followed. Aid provided when required.	100% all times	0%	100% Inspection Random Sampling	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.5

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
25. Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Officer Trained
26. Appearance-Personal Clean Appearance	Contract specifications met.	100% all times	10%	Validated Complaints 100% Inspection Random Sampling	*Deduct 1 hour
27. Appearance-Uniform	Uniform, leather, and equipment clean and in good working order.	100% all shifts	10%	Random Sampling Validated Complaints 100% Inspection	*Deduct 2 hours
28. Good Job Attitude	Contract specifications met.	100% all shifts	10%	100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
29. Courtesy	Contract specifications met.	100% all shifts	10%	Random Sampling 100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
COMPLAINTS - OFFICER 30. Maintain Facility Order, Prevent Hostile Acts, Protect Personnel/Property	Facility safe and secure.	100% daily all shifts	5%	100% Inspection Random Sampling Validated Complaints	*Deduct 4 hours
31. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed and documented and submitted within the timeframes requested.	100% daily all shifts	0%	100% Inspection Management Reports Validated Complaints Random Sampling	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.6

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR 1. Assures Proper Assignment Coverage	Assignments covered.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours per shift not covered
2. Appearance - Personal and Uniform	Clean Appearance. Uniform and equipment in good working order.	100% all times	10%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
3. Makes Site Inspections	Facility inspected each shift.	100% each shift	0%	100% Inspection Management Report Random Sampling	*Deduct 2 hours
4. Updates Post Procedures	Facility books updated in timely manner.	100% as required	0%	Random Sampling Review Management Reports	*Deduct 2 hours
5. Instructs and Trains Officers on Beat	Officers well schooled in assignment coverage.	100% as required	10%	100% Inspection Random Sampling Validated Complaints Management Reports	*Deduct 8 hours
6. Responds to Incidents - Provides Backup	Provides assistance as required.	100% as required	0%	100% Inspection Random Sampling Validated Complaints Management Reports	*Deduct 8 hours Remove Supervisor
7. Has Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	100% all times	10%	100% Inspection Random Sampling Management Report	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.7

PERFORMANCE REQUIREMENTS SUMMARY

Date: February 1, 2006

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
8. Provide Adequate Supervision and Training	Contract specifications met.	100% all times	0%	Random Sampling Management Report Validated Complaints	*Deduct 8 hours
9. Drives Vehicle	Drives vehicle as required.	100% as required	20%	100% Inspection Management Reports Random Sampling	*Deduct 2 hours
10. Conducts Investigation	Completed investigations in timely manner.	100% all times	0%	100% Inspection Management Reports	*Deduct 8 hours
11. Writes Reports	Reports filed on time as required.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
12. Reviews Subordinates' Reports	Completes on time as required.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour

* Hourly deduction shall be made at the current hourly rate for level of officer involved.