



"To enrich lives through effective and caring service"



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

May 31, 2007

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

Dear Supervisors:

**CONTRACT FOR JANITORIAL SERVICES AT PUBLIC AND ADMINISTRATIVE
FACILITIES IN MARINA DEL REY AND REDONDO BEACH
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that janitorial services for Department-operated public and administrative facilities in Marina del Rey and Redondo Beach can be performed more economically by Grace Building Maintenance Company, Inc. (Grace) than by County employees.
2. Approve award of and instruct the Chairman to execute the attached three-year contract, plus two one-year extension options (Attachment I), with Grace for janitorial services at public and administrative facilities in Marina del Rey and Redondo Beach at an annual County cost not to exceed \$115,504, with authorized additional services to be provided at the rate of \$16.00 per hour.
3. Authorize the Director of Beaches and Harbors to increase the contract amount by a sum not exceeding 20 percent during each contract year for additional, unforeseen janitorial services within the scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract will enable the Department to continue to obtain economical janitorial services from a responsive and responsible contractor at designated County-owned/operated administrative facilities. The contract additionally calls for cleaning and restocking of the public restrooms in Chace Park and the Visitor Center in Marina del Rey not less than four times a day in the summer and on holidays and weekends and twice a day on winter weekdays. Good maintenance ensures visitors' enjoyment of this heavily-used park and effectively sets a standard for upkeep of the privately-maintained and operated leaseholds in Marina del Rey that are expected to generate approximately \$33 million in County revenue during fiscal year 2007-2008.

These services at Department-operated buildings have been contracted out for many years. Approval of this contract will enable the Department to continue using the services of private contractors.

Implementation of Strategic Plan Goals

The janitorial services provided by Grace will promote and further the Board-approved Strategic Plan Goals of "Service Excellence", meeting the Departmental objective to facilitate enhanced use of County facilities, and "Fiscal Responsibility", strengthening the County's fiscal capacity by contracting for these services at a reduced cost rather than utilizing County employees.

FISCAL IMPACT/FINANCING

The Department, using a methodology approved by the Auditor Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using the contractor's services rather than County staff is estimated at approximately \$59,665 as detailed in Attachment II. The contract also provides for additional services at the rate of \$16.00 per employee-hour in case of public events and other unscheduled cleaning tasks. In the event such additional costs are incurred, the Director may, by written notice to the contractor, increase the maximum annual compensation by up to 20 percent (\$23,101) in any contract year or optional extension period. (The contractor's hourly rate for such

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additional services is also less than the hourly rate for County employees to perform this service.) Should facilities be closed or the service area decreased, compensation will be reduced based on the quoted per-facility fees. The contract allows no increase in the contractor's rate of compensation.

The contract cost of \$115,504 is included in the Department's 2007-2008 final recommended budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of a contract to Grace, which was determined to be the most responsible, responsive proposer. The contract term is three years with two one-year extension options that may be exercised at the Director's discretion. The contract services will commence on July 1, 2007, or the date of approval by your Board, if later.

The contractor's compensation will be based on (1) the number of facilities cleaned as defined in the contract; (2) the rates quoted by the contractor; and (3) the cleaning schedule set forth in the contract. The contractor is to provide all cleaning and paper supplies.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award, as the work is presently contracted out.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- Award of the contract is cost-effective. It will save the County approximately \$59,665 annually (see Attachment II).
- Award of the contract will not impair the County's ability to respond to emergencies.

- No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract also contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

This Proposition A contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page (Attachment III), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 109 contractors.

Ten firms submitted proposals, met the Request for Proposals (RFP) minimum requirements and were evaluated. A four-person evaluation committee, composed of two staff members from the Department's Facilities and Property Maintenance Division, one staff member from the Department's Asset Management Division and one staff member from Department of Public Works, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources, 30 percent; (2) approach to contract requirements, 20 percent; (3) price, 35 percent; and (4) references, 15 percent. The committee determined that Grace had the ability, experience and resources to provide the Department with quality janitorial services as substantiated through its submitted proposal.

Grace was determined to be the most responsible, responsive proposer, having over 20 years of experience providing janitorial services for both the public and private sectors, including three years as the Department's current contractor. This experience provides

it with a great amount of relevant experience with the actual and potential issues with which the Department is concerned, including adherence to County requirements such as management of the Living Wage Ordinance. Grace is a certified Local Small Business Enterprise consistent with Section 2.204 of the Los Angeles County Code, and therefore was awarded a five percent preference in the proposal price.

While another proposer, Harrison Organization, Inc., had the lowest price bid of \$98,592, it scored significantly lower than all other proposers in the Experience/Organizational Resources and Approach to Contract Requirements categories. The evaluation committee did not feel that its proposal presented adequate information to justify recommending it for this contract. Additionally, its cost was only \$16,912 less annually than Grace's bid. Grace's expertise, experience and organizational depth more than made up for this cost difference.

The evaluation criteria conform to the Living Wage Ordinance Implementation Plan, which requires Departments to refer any reported labor or payroll violations by the highest-rated proposer, as reported by the State Labor Board Division of Labor Standards Enforcement, to the Labor Law/Payroll Violations Assessment Team. Grace had no reported violations.

The Director has considered the committee's findings and recommends that your Board approve the contract with Grace.

Attachment IV details the minority and gender composition of the qualifying firms. Grace is a County-certified Community Business Enterprise. However, on final consideration of this contract award, Grace was selected without regard to gender, race, creed or color.

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 currently being contracted out.

There will be no impact on other County services or projects.

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CONCLUSION

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink that reads "Stan Wisniewski". The signature is written in a cursive style with a large initial "S".

Stan Wisniewski, Director

SW:so

Attachments (4)

C: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

Director, Office of Affirmative Action Compliance

ATTACHMENT I

CONTRACT

Grace Building Maintenance Company, Inc.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR JANITORIAL SERVICES

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Grace Building Maintenance Company, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the Janitorial services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Proposer's Staffing/Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 1, 2007 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Proposer's Staffing/Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief of the Department's Facilities and Property

Maintenance Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2010, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 8, 2007.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Schedule of Duties. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Schedule of Duties. See Exhibit 2.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of July 1, 2007 or the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2010.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor(s) in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Emergent/As Needed Services. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for Janitorial services among all Contractors shall not exceed \$115,504. The County may at its discretion expend any portion, all or none of the stipulated amount. However, aggregate annual payments for Janitorial services may exceed the stipulated amount to the extent that a lessee or other third party is obligated to reimburse the County for its Janitorial services.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$115,504, which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the

availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Completion of Items Description of Work at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work and the Schedule of Duties (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Contractor's Invoice Procedures.

1.4.4.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Scope of Work requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Statement of Work, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the

amounts withheld, provided that the County's maximum obligation for the contract amount is not exceeded. Approval or rejection of reports and other deliverable items identified Statement of Work shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR JANITORIAL SERVICES

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

2.1.5 Property Damage. County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the CA.

2.1.6 No Vehicle Access on Bike Paths. Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

2.2 COUNTY CONTRACT ADMINISTRATOR (CA).

2.2.1 CA's Authority. The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract. The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.2.2 CA's Responsibility for Directing and Approving Contractor's Work. The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements. The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.3 CONTRACTOR'S STAFF

2.3.1 General Personal Requirements.

2.3.1.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.3.1.2 The Contractor shall always notify County Sheriff's Office at (310) 823-7762 when working weekends or after hours in any County building.

2.3.1.3 The Contractor's employees are subject to reasonable dress codes when in the facility; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, the CA, and law enforcement; shall conduct themselves in a reasonable manner at

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all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations of the facility.

2.3.1.4 Personnel employed by Contractor and assigned to any County facility shall have no serious misdemeanor, theft or felony conviction.

2.3.1.5 All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from the Department's facilities. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from County facilities.

2.3.1.6 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

2.3.1.7 The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

2.3.2 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the Contract and who shall have full authority to act for the Contractor in all matters related to the performance of the Contract. The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the County's Contract Administrator in scheduling and attending periodic performance evaluation meetings. The Contractor may designate himself or herself as the Contractor's Representative.

2.3.3 Supervisor. The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The CR may act as the supervisor. The

supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

2.3.4 Janitorial Staff. Contractor shall provide the services of sufficient janitorial staff to perform the Contract in accordance with the Work Plan and each term and condition of the Contract. Upon Director's request, the Contractor shall relieve an individual employee of his or her assignment to the performance of the Contract work.

2.3.5 Changes of Key Personnel. The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

2.3.6 Contractor to Notify Employees of Rights Under Living Wage Ordinance. The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit 8); and
- A notice posted in a conspicuous place in the work area (Exhibit 9)

2.4 SERVICES TO BE PROVIDED

2.4.1 Scheduled Services. The Contractor's services shall be rendered at the facilities listed in the Facility Specifications (Exhibit 1). The Services shall include, but are not limited to, the tasks listed in Exhibit 2 ("Schedule of Custodial Duties"). The services shall be performed at the times shown in Exhibits 1 and 2.

2.4.2 County May Add, Delete or Modify Facilities or Modify Scope of Scheduled Services.

2.4.2.1 The County reserves the right to add facilities to, or remove facilities from, the list of facilities identified in Exhibit 1; to schedule regular cleaning of added facilities and otherwise to amend and modify Exhibit 1 in accordance with the County's needs.

2.4.2.2 The County may from time to time close or cease operating certain facilities or portions of

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such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.4.2.3 The Contractor shall be given reasonable written notice by the CA that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

2.4.2.4 In the event of such addition of facilities, deletion of facilities, or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.

2.4.3 Special Events. The Contractor shall provide custodial services for special events and programs on any day of the week at any time of day when requested by the Director at least 10 working days prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

2.4.4 Special Cleaning and Unscheduled Work. The Contractor shall upon 24 hours' notice perform special cleanups or other unscheduled janitorial work at such times and places as are authorized in writing by the Director or his designee.

2.4.5 Emergencies. The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special janitorial services. The Contractor shall make such services available within two hours of telephone notice.

2.4.6 Employee Training Program. The Contractor shall furnish a basic training course that provides the subject matter and topics described in Exhibit 3 ("Training Requirements"). The Contractor shall ensure that its employees successfully complete such training before commencing work.

2.4.7 Solid Waste Collection and Removal. At each shift, the Contractor shall collect and remove all solid waste generated in the facilities and place it in an exterior receptacle provided by the County. At each shift, the Contractor shall

wash inside and outside or steam clean all receptacles used for food waste. Carts and containers used for collection and/or storage of waste material shall be noncombustible or flame resistant construction labeled or listed by Underwriters Laboratories, Inc. The Contractor shall search waste paper to recover lost valuables or files when requested by the CA.

2.4.8 Other Duties. The Contractor shall perform other duties within the scope of the Contract as required by the Director.

2.5 LOGS AND REPORTS

2.5.1 Daily Maintenance Log. The Contractor shall maintain daily maintenance logs that shall be made available to the CA on request. Such logs shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The facilities cleaned by each employee;
- The location and nature of all reports made pursuant to Sections 2.5.5 and 2.5.6;
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure;
- The conditions of the doors and windows when the shift starts and at the end of the work shift; and
- The names and times in and out of all subcontractors.

2.5.2 Contractor to Make Monthly Reports. The Contractor shall submit with each invoice a report describing the services rendered during the period; the charge for the services rendered; the balance of funds remaining under the Contract; the names, dates and hours worked of each employee; and the subcontractors employed and their dates and hours worked.

2.5.3 Complaint Log. The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude, and

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work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

2.5.4 Reporting Injury, Theft, Damage, or Vandalism. The CR shall report to the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

2.5.5 Reporting Emergency Repairs. The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, overflowing toilets, broken water pipes or exposed electrical wires. After hours notification shall be made to the Marina District Manager, tel. (310) 305-9555, pager (310) 501-0063, or cell phone (310) 350-2234.

2.5.6 Living Wage Ordinance Compliance. Contractor shall provide the reports required by Section 3.32 as directed by the CA. The Contractor shall complete and submit with each monthly invoice the Payroll Statement of Compliance form (Exhibit 6) and the Monthly Certification for Applicable Health Benefit Payments (Exhibit 7) unless directed otherwise by the CA.

2.6 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

2.6.1 Storage. During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the CA. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

2.6.2 Keys and Gate Cards.

2.6.2.1 The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities to be cleaned. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

2.6.2.2 The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

2.6.2.3 The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

2.7 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR

2.7.1 Contractor to Furnish Supplies and Equipment. Except for the items furnished by the County pursuant to Section 2.4, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

2.7.2 Chemicals Subject to CA Approval. All disinfectants or other chemicals used by the Contractor shall be subject to approval by the CA.

2.7.3 Uniforms. The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

2.7.4 Photo I.D. The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

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2.7.5 Vehicles. The Contractor shall provide all motor vehicles used to perform the Contract work. Vehicles shall be registered to the Contractor. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos that include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

2.7.6 Disposition of Supplies on Termination of Contract. Stocks of paper, supplies, hand soap, etc., remaining in the facilities at Contract termination shall not be removed.

2.8 QUALITY ASSURANCE

2.8.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.8, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.8.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and 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.

2.8.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's quality control plan set forth in Form P-3, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

2.8.4 County's Quality Assurance Plan

2.8.4.1 The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirements Summary (Exhibit 5).

2.8.4.2 Contractor's compliance with the Performance Requirements identified in Exhibit 5 shall be evaluated annually as provided in Section 2.8.2.

2.8.4.3 The Contractor agrees to and accepts the provisions of the Performance Requirement Summary Chart, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.8.4.4 Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Deficiency Report (DR) to the Contractor in any incident of failure to comply with the Performance Requirements or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.8.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 5 or proceed with Contract termination as provided in Section 3.16.

2.8.5 Liquidated Damages.

2.8.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 5, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 5 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to

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reimbursement for damage to its property or indemnity against third-party claims.

2.8.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, 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 condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- 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;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 5 will have resulted in a loss of its savings in the costs of the work to be performed; and
- The liquidated sums specified in Exhibit 5 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT JANITORIAL SERVICES

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 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 services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final 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 shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.

The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 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.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

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

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

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent 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 (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") 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 Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the 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.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) 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;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 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.

3.9.4 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 the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA 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.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 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", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If 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 Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform 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 the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both 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 Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. 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, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of

any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall

constitute a breach for which the Contract may be terminated.

3.22.2 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 subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles,

and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR 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 agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, 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 Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("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 Exhibit 12 and incorporated by reference into and made a part of the Contract.

3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the 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 under the 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 the 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.

3.32.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the 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 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 the 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.

3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

3.32.2.4 If Contractor is not required to pay a living wage when the 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 Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the 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 the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the 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 the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Monitoring Reports. 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.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation 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 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 operations in California.

3.32.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the 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.

3.32.6 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.

3.32.7 Enforcement and Remedies. 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.

3.32.7.1 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 the 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 Contractor.

(c) Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.7.2 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 the 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 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 Contractor.

(c) Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.8 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.

3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the 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 the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the 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.

3.32.10 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 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 the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3.32.11 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.

3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the 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.

3.33 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.33.1 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 certification Form P-11, 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)

3.34 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.34.1 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.

3.34.2 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 for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

3.34.4 If there is evidence that the Contractor may be subject to debarment, the Department 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.

3.34.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the

hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.34.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.34.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

3.34.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a

debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.349 These terms shall also apply to Subcontractors of County Contractors.

3.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax 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.

3.36 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.37 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.37.2 Written Employee Jury Service Program.

3.37.2.1 Unless Contractor has demonstrated to the County's satisfaction either that 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), 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 regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.37.2.2 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 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 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.

3.37.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

Contractor. This provision shall survive the expiration or other termination of this Contract.

3.38 SAFELY SURRENDERED BABY LAW

3.38.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 15 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.


3.38.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places 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.

3.39 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

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

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Grace Building Maintenance Company, Inc.

By 
David Jeong, President

COUNTY OF LOS ANGELES

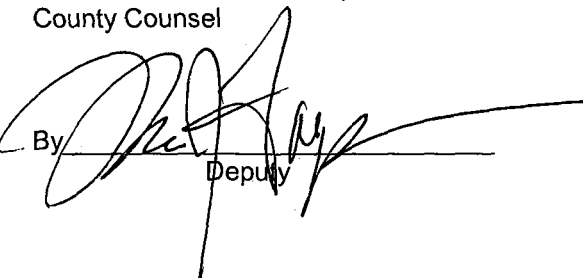
By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

**Department of Beaches and Harbors
Janitorial Services at Public Buildings in Marina del Rey and Redondo
Beach
Estimated Net Savings From Contracting**

County Cost Analysis			
Salary Cost Items	Custodian 6774	Custodian Supervisor 6778	Total
Top Step Salaries (monthly) ¹	2,268.82	2,781.45	
Required Service Level - actual avoidable positions ²	3	1	4
Annual Salary Cost	81,677.52	33,377.40	115,054.92
Adjustment for top step salaries variance at 95.4669% ³	3,702.52	1,513.03	5,215.55
Estimated actual avoidable salaries	77,975	31,864.37	109,839.37
Add: Related employee benefits at 48.470% ³	37,794.48	15,444.66	53,239.14
Estimated Actual avoidable annual direct labor cost ⁴	115,769.48	47,309.03	163,078.51
Equipment and Supplies ⁵			\$12,090
Estimated Actual avoidable cost			175,168.51
Contract Cost			\$115,504
Net Savings from Contracting			59,664.51

(1) Salaries in effect as of January 2007.

(2) Avoidable positions determined based on the 7,246 hours required per the selected proposer divided by productive work hours of 1,762.

(3) Provided by the Auditor-Controller.

(4) No departmental indirect costs are avoidable.

(5) Amount based on supplies cost submitted by the selected proposer.

Award information has not been added at this time.

Bid Information

Bid Number : DBH-23
Bid Title : JANITORIAL SERVICES
Bid Type : Service
Department : Beaches and Harbors
Commodity : JANITORIAL/CUSTODIAL SERVICES
Open Date : 2/8/2007
Closing Date : 3/14/2007 5:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors (Department) is seeking a qualified and experienced janitorial service firm to clean offices and public buildings at five locations in Marina del Rey and one in Redondo Beach. Qualified companies may submit a written proposal for a contract to provide such services.

Proposals must be in the form described in the RFP. Selection of a contractor will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work.

A Proposers' Conference will be held at 10:00 a.m. on Friday March 2, 2007 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., March 14, 2007.

Contractors submitting proposals must have a minimum of five years' experience in performing significant janitorial services for governmental agencies or private organizations. The County may require additional minimum qualifications. The contract will be subject to the County's Living Wage Ordinance, County Code Chapter 2.201.

To receive a copy of the RFP, either telephone (310) 306-0495, send an e-mail with Janitorial Services in the subject line to dpritchett@bh.lacounty.gov, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
 Janitorial Services RFP
 13837 Fiji Way
 Marina del Rey, CA 90292
 Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. If your attendance at the Conference requires special assistance or for further information, call Debra Pritchett at (310) 306-0495.

Amendment Date : 3/7/2007 We have six amended Exhibits and Forms, which you need to take with you, and will comprise part of the RFP. Due to the Living Wage Ordinance changes, we have some "revised" forms that reflect the ordinance changes and will amend the original RFP. In addition, Parcel 44 has been added to the list of Facilities to be serviced. The specifications and details for this facility can be found on Revised Form P-1A, Cost Breakdown by Facilities and Revised Exhibit 1, Facility Specifications. Please be sure to replace the UPDATED forms listed below:

- v Exhibit 8, Living Wage Notice to Employees – Please replace Exhibit 8 in your RFP's with the Updated, March 2, 2007 Exhibit 8;
- v Exhibit 9, Notice to Employees POSTER, Please replace Exhibit 9 in your RFP's with the Updated, March 2, 2007 Exhibit 9;
- v Exhibit 10, LA County Code, Chapter 2.201, Living Wage Program, Please replace Exhibit 10 in your RFP's with the Updated, March 2, 2007 Exhibit 10;
- v Form P-9, Contractor Living Wage Declaration, Please replace Form P-9 in your RFP's with the Updated, March 2, 2007 Form P-9;
- v Form P-1A, Cost Breakdown by Facilities, Please replace Form P-1A in your RFP's with the Updated, March 7, 2007 Form P-1A;
- v Exhibit 1, Facility Specifications, Please replace Exhibit 1 in your RFP's with the Updated, March 7, 2007 Exhibit 1.

Amended forms and exhibits can be found in the "downloads" link as PDF files.

Download Available RFP Amendments and Conference Summary

PDF 1237.89 K [conference.pdf](#)

Contact Name : Debra Pritchett

Contact Phone# : (310) 306-0495

Contact Email : dpritchett@bh.lacounty.gov

**JANITORIAL SERVICES
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT IV

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
Grace Building Maintenance Co., Inc.	Y	Black/African American			2		2	2	6		
		Hispanic/Latino			5	3	51	17	76		
		Asian or Pacific Islander	1		1				2		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White				2	5	4	11		
		TOTALS			1	0	8	5	58		
Diamond Contract Services, Inc.	N	Black/African American	1		5	3	75	86	170		
		Hispanic/Latino			7	5	305	487	804		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White			4	1		1	6		
		TOTALS			1	0	16	9	380		
Bell Building Maintenance	Y	Black/African American					2	2	4		
		Hispanic/Latino			2	1			3		
		Asian or Pacific Islander		1			204	52	257		
		Amer. Indian/Alaska Native							0		
		Filipino American				1	2	7	10		
		White			1			2	3		
		TOTALS			0	1	3	2	208		
Reliable Building Maintenance	N	Black/African American			1		5	4	10		
		Hispanic/Latino			3	1	20	16	40		
		Asian or Pacific Islander	1	1	3	2	5	4	16		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White					2	1	3		
		TOTALS			1	1	7	3	32		

**JANITORIAL SERVICES
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT IV

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
James James Janitorial	N	Black/African American	1	1	1	1			4		
		Hispanic/Latino					2	2	4		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White							0		
		TOTALS	1	1	1	1	2	2	8		
Exceptional Children's Foundation	N	Black/African American			4	2	12	34	52		
		Hispanic/Latino				3	13	49	65		
		Asian or Pacific Islander				2		3	5		
		Amer. Indian/Alaska Native							0		
		Filipino American				1	10	10	21		
		White			3	7	13	22	45		
		TOTALS	0	0	7	15	48	118	188		
Harrison Organization, Inc.	N	Black/African American	2		2		4	4	12		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White							0		
		TOTALS	2	0	2	0	4	4	12		
Maxim Building Maintenance	N	Black/African American					3	4	7		
		Hispanic/Latino			1	1	10	15	27		
		Asian or Pacific Islander	1						1		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White							0		
		TOTALS	1	0	1	1	13	19	35		

**JANITORIAL SERVICES
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
New World Service, Inc.	N	Black/African American					36	6	42		
		Hispanic/Latino			1		8	13	22		
		Asian or Pacific Islander	2		2				4		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White					2		2		
		TOTALS			2	0	3	0	46		
WWC Service	N	Black/African American	3					1	4		
		Hispanic/Latino			2	2			4		
		Asian or Pacific Islander						1	1		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White							0		
		TOTALS			3	0	2	2	0		

M = minority; W = women; D = disadvantaged; DV = disabled veterans



BID PROPOSAL

NO. DBH-23

Janitorial Services

PREPARED BY

Grace Building Maintenance Co., Inc.





Grace Building Maintenance Co., Inc.

3580 Wilshire Blvd., Suite 1440, Los Angeles, CA 90010 ~Tel: 213-386-2003 ~ Fax: 213-386-2119

LICENSED INSURED BONDED

Email: gracebuilding@sbcglobal.net

LETTER OF TRANSMITTAL

MAR 13 2007

Department of Beaches and Harbor
13837 Fiji Way
Marina del Rey, CA 90292

Re: Janitorial Services

Dear Ms. Susy Orellana,

Grace Building Maintenance is a professional Janitorial and Grounds Maintenance Services Company with over 10 years of experience. With respect, we would like to resubmit this proposal material to your attention for a consideration for Contract No.: DBH-23.

Our operation has been designed to provide all aspects of Janitorial, Housekeeping and related services/ maintenance program. We are confident that our expertise, experience and work program can satisfy the contractual terms and requirements for Custodial Services for The Los Angeles County Department of Beaches and Harbors at five locations in Marina del Rey and one in Redondo Beach. The proposal submitted by our Company will be valid for a period of not less than 120 days from the time of submission.

Should our proposal be accepted, the company agrees to enter into an agreement under the terms and conditions as prescribed in the RFP.

Should you have any questions with regard to this Proposal or need any further information do not hesitate to contact the office at (213) 386-2003.

Once again I thank you for your consideration of our Company as the service provider and hope this opportunity will lead into a mutually beneficial and satisfying relationship for years to come.

Sincerely,

Byeong Uk Jeong
President



Grace Building Maintenance Co., Inc.

3580 Wilshire Blvd., Suite 1440, Los Angeles, CA 90010 ~Tel: 213-386-2003 ~ Fax: 213-386-2119

LICENSED INSURED BONDED

Email: gracebuilding@sbcglobal.net

Company Profile

Name: Grace Building Maintenance Co., Inc.

Business Address: 3580 Wilshire Blvd., Suite 1440
Los Angeles, CA 90010

Service Address: 3580 Wilshire Blvd., Suite 1440
Los Angeles, CA 90010

Point of Contact: Mr. Byeong Uk Jeong (David Jeong), CEO
Mario Belloso, Project Manager
Tel: (213) 386-2003
Fax: (213) 386-2119
E-mail: GraceBuilding@sbcglobal.net

FEIN: 33-0714328

Dun & Bradstreet: 83-923-8557

Year Established: May, 1996

Year in Business: 10 Years

Ownership: California Corporation

Employee: 90

Service: Janitorial Services

Service Code: SIC 7349 (Services, NEC)
Primary NAICS Code: 561720 (Janitorial Services)
Secondary NAICS Code: 561730, 236220, 238220, 238320
PSC S-201 (Custodial, Janitorial)

REQUEST FOR PROPOSALS—MARINA DEL REY JANITORIAL SERVICES
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name GRACE BUILDING MAINTENANCE CO., INC
 Address 3580 WILSHIRE BLVD SUITE 1440
LOS ANGELES, CA 90010
 Phone 213-386-2003 Fax 213-386-2119

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide janitorial services at the specified County facilities in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other:


State of organization: CALIFORNIA Principal place of business: _____

Out of state vendor's authorized agent for service of process in California:

Name N/A Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>DAVID JEONG</u>	<u>PRESIDENT</u>	<u>213-386-2003</u>	_____	_____	_____
Name	Title	Phone	Name	Title	Phone

Dated: 03/05/2007 Proposer's signature: 

_____	_____	_____
Name	Title	Phone

PRICE PROPOSAL

Fill in all of the unshaded boxes This chart will be used for a variety of purposes as follows:

- The first column represents items of expense incurred by the contractor in providing the service.
- The second column should show the annual staffing hours of janitorial workers required by the Contract and the hours of service rendered by "Other Personnel" such as supervisors and contract managers. No minimum hourly requirement is given for these positions, but the quoted numbers will be used by the County to assist in evaluation of the adequacy of the Proposer's Staffing/Work Plan (Form P-2).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The next column (Contractor's annual cost) should accurately reflect all cost items, as well as profit, that are included in the proposed annual price -- TOTAL (ANNUAL COST TO COUNTY).
- The "Annual Cost to County" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services.
- The last row "Hourly Rate for Increased or Reduced Services" will be used for adjustments to monthly compensation in those instances where a change in staffing levels or extra work is authorized by the Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours, or the cost of one hour of janitorial services.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
JANITORIAL WORKERS	6240	\$ 11.89	\$ 74,193.60
OTHER PERSONNEL			
SUPERVISOR	1186	\$ 12	\$ 14,232.00
CONTRACTOR REPRESENTATIVE		\$	\$
1 TAX		\$	\$ 3,916.00
2		\$	\$
HEALTH PLAN			\$
OTHER BENEFITS, IF ANY			\$
SUPPLIES			\$ 12,090.40
OTHER EXPENSES & OVERHEAD			\$ 4,050.00
PROFIT			\$ 7,022.00
TOTAL (ANNUAL COST TO COUNTY)			\$ 115,504.00
HOURLY RATE FOR INCREASED OR REDUCED SERVICES			\$ 16.00

COST BREAKDOWN BY FACILITIES

1. DEPARTMENT OF BEACHES AND HARBOR ADMINISTRATION BUILDING

Frequency: Mon.-Fri.

AREA	ANNUAL MAN-HOURS	COST
7,188 sq. ft.		\$
6,282 sq. ft. carpet	<u>280</u>	\$ <u>4,480.00</u>
511 sq. ft. ceramic	<u>35</u>	\$ <u>560.00</u>
299 sq. ft. tile 96 sq. ft. terrazzo	<u>20</u>	\$ <u>320.00</u>
7 restrooms	<u>100</u>	\$ <u>1,600.00</u>
1 shower	<u>30</u>	\$ <u>480.00</u>
134 light fixtures	<u>20</u>	\$ <u>320.00</u>
SUBTOTAL MAN HOURS <u>485</u>	SUBTOTAL	\$ <u>7,760.00</u>

2. BURTON W. CHACE COMMUNITY BUILDING

Frequency: 7 days service

AREA	ANNUAL MAN-HOURS	COST
3,345 sq. ft.		\$
77 sq. ft. carpet	<u>10</u>	\$ <u>160.00</u>
3,136 sq. ft. tile	<u>250</u>	\$ <u>4,000.00</u>
132 sq. ft. ceramic	<u>30</u>	\$ <u>480.00</u>
47 light fixtures	<u>31</u>	\$ <u>496.00</u>
SUBTOTAL MAN HOURS <u>321</u>	SUBTOTAL	\$ <u>5,136.00</u>

3. MARINA INFORMATION CENTER

Frequency: 7 days service

AREA	ANNUAL MAN-HOURS	COST
1,340 sq. ft.		\$
748 sq. ft. carpet	<u>65</u>	\$ <u>1,040.00</u>
592 sq. ft. tile	<u>46</u>	\$ <u>736.00</u>
3 restrooms	<u>7</u>	\$ <u>112.00</u>
8 light fixtures	<u>10</u>	\$ <u>160.00</u>
SUBTOTAL MAN HOURS <u>128</u>	SUBTOTAL	\$ <u>2,048.00</u>

4. DEPARTMENT OF BEACHES AND HARBORS WAREHOUSE

Frequency: Thursday only

AREA	ANNUAL MAN-HOURS	COST
1,501 sq. ft.		\$
846 sq. ft. carpet	<u>11</u>	\$ <u>176.00</u>
342 sq. ft. tile	<u>5</u>	\$ <u>80.00</u>
316 sq. ft. concrete	<u>5</u>	\$ <u>80.00</u>
2 restrooms	<u>5</u>	\$ <u>80.00</u>
4 light fixtures	<u>5</u>	\$ <u>80.00</u>
SUBTOTAL MAN HOURS <u>31</u>	SUBTOTAL	\$ <u>496.00</u>

5. TRAILER COMPLEX (5 temporary buildings)

Frequency: Mon.-Thurs.

AREA	ANNUAL MAN-HOURS	COST
4,800 sq. ft.	<u> </u>	\$ <u> </u>
4,500 sq. ft. carpet	<u>220</u>	\$ <u>3,520.00</u>
300 sq. ft. tile	<u>10</u>	\$ <u>160.00</u>
7 restrooms	<u>23</u>	\$ <u>368.00</u>
72 light fixtures	<u>10</u>	\$ <u>160.00</u>
SUBTOTAL MAN HOURS	<u>263</u>	SUBTOTAL \$ <u>4,208.00</u>

6. CHACE PARK PUBLIC RESTROOMS (All Restrooms)

Burton Chace Park & Boathouse

Frequency: Four times daily (12p.m., 3 p.m., 7 p.m., 10 p.m.) on weekdays May 1- September 30 and on all Saturdays, Sundays and Holidays; three times daily (11 a.m., 3 p.m. and 10 p.m.) on weekdays October 1 -April 30.

AREA	ANNUAL MAN-HOURS	COST
11 restrooms	<u>462</u>	\$ <u>7,392.00</u>
6 showers	<u>252</u>	\$ <u>4,032.00</u>
24 toilets	<u>1008</u>	\$ <u>16,128.00</u>
8 urinals	<u>336</u>	\$ <u>5,376.00</u>
24 sinks	<u>1034</u>	\$ <u>16,544.00</u>
SUBTOTAL MAN HOURS	<u>3092</u>	SUBTOTAL \$ <u>49,472.00</u>

7. BOATHOUSE (Restrooms listed under # 7)

Frequency: 7 days service

AREA	ANNUAL MAN-HOURS	COST
4,847 sq. ft.	<u> </u>	\$ <u> </u>
4,098 sq. ft. carpet	<u>342</u>	\$ <u>5,472.00</u>
749 sq. ft. tile	<u>50</u>	\$ <u>800.00</u>
1,068 sq. ft. wall tiled area	<u>73</u>	\$ <u>1,168.00</u>
SUBTOTAL MAN HOURS	<u>465</u>	SUBTOTAL \$ <u>7,440.00</u>

8. SANTA MONICA YACHT CLUB/PARCEL 30

Frequency: Mon - Fri

AREA	ANNUAL MAN-HOURS	COST
11,093 sq. ft.	<u>760</u>	\$ <u>12,160.00</u>
sq. ft. carpet	<u> </u>	\$ <u> </u>
sq. ft. tile	<u> </u>	\$ <u> </u>
sq. ft. wall tiled area	<u> </u>	\$ <u> </u>
SUBTOTAL MAN HOURS	<u>760</u>	SUBTOTAL \$ <u>12,160.00</u>

9. DOCKWEILLER YOUTH CENTER

Frequency: 7 days service

AREA	ANNUAL MAN-HOURS	COST
6,857 sq. ft.	<u>658</u>	\$ <u>10,528.00</u>
sq. ft. carpet	<u> </u>	\$ <u> </u>
sq. ft. tile	<u> </u>	\$ <u> </u>
sq. ft. wall tiled area	<u> </u>	\$ <u> </u>
SUBTOTAL MAN HOURS	<u>658</u>	SUBTOTAL \$ <u>10,528.00</u>

10. 14110 PALAWAN WAY

Frequency: Mon - Fri

AREA	ANNUAL MAN-HOURS	COST
540 sq. ft.	<u>37</u>	\$ <u>592.00</u>
sq. ft. carpet	<u> </u>	\$ <u> </u>
sq. ft. tile	<u> </u>	\$ <u> </u>
sq. ft. wall tiled area	<u> </u>	\$ <u> </u>
SUBTOTAL MAN HOURS	<u>37</u>	SUBTOTAL \$ <u>592.00</u>

11. PARCEL 44 - The Cove

Frequency: Mon - Fri

AREA	ANNUAL MAN-HOURS	COST
Structure A - The Cove - 13535 Mindanao Way		
9,276sq. ft.	<u>400</u>	\$ <u>6,400.00</u>
3,023 sq. ft. carpet	<u>140</u>	\$ <u>2,240.00</u>
209 sq. ft. tile	<u>14</u>	\$ <u>224.00</u>
2 restrooms	<u>10</u>	\$ <u>160.00</u>
4 toilets	<u>10</u>	\$ <u>160.00</u>
3 urinals	<u>10</u>	\$ <u>160.00</u>
4 sinks	<u>10</u>	\$ <u>160.00</u>
Structure B - POM Building - 13575 Mindanao Way		
3,000 sq. ft.	<u>250</u>	\$ <u>4,000.00</u>
1,649 sq. ft. carpet	<u>80</u>	\$ <u>1,280.00</u>
67 sq. ft. tile	<u>5</u>	\$ <u>80.00</u>
4 restrooms	<u>10</u>	\$ <u>160.00</u>
11 toilets	<u>10</u>	\$ <u>160.00</u>
3 urinals	<u>10</u>	\$ <u>160.00</u>
8 sinks	<u>10</u>	\$ <u>160.00</u>
2 showers	<u>10</u>	\$ <u>160.00</u>
SUBTOTAL MAN HOURS	<u>979</u>	SUBTOTAL \$ <u>15,664.00</u>

GRAND TOTAL MAN HOURS 7,219 * **GRAND TOTAL** \$ 115,504.00

* Grand Total must equal Total Annual Cost to County on Form P-1, Page

STAFFING & WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Mario Beloso	Project Manager	Contractor's Representative:	Manage the contract and meetings
Mario Morales		Supervisors:	Supervise the work team and inspect the services
	JANITORS	Others:	Cleaning services.

2. **JUSTIFICATION OF PART-TIME WORKERS.** If your staffing plan (above) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers may result in disqualification.

"NOT APPLICABLE"

3. **ADDITIONAL STAFFING INFORMATION (Attach pages if necessary):**

4. **SUPERVISORS:** List staff to would be assigned supervisory positions relevant to performance of the work upon award of this contract (Please be sure to include the person serving as the Contractor Representative.) Attach each person's resume:

Name	Title	Specialty/Trade
MARIO MORALLES	ON-SITE SUPERVISOR	OVER 10 YEARS OF
(PLEASE FIND MARIO'S RESUME)		EXPERIENCE WITH JANITORIAL SERVICES

5. **STATEMENT OF LEVEL OF RELEVANT EXPERIENCE.**

Please elaborate on the following with respect to the proposed staffing plan relative to the Scope of Work identified in the RFP;

- How the experience of Proposer's staff is specifically related to the services described in Attachment 1, Sample Contract, Part Two, Statement of Work;
- What level of staff the Proposer would be equipped to assign on an as-needed basis to provide the various kinds of services listed in Attachment 1, Sample Contract, Part Two, Statement of Work;

6. **VEHICLES, SUPPLIES AND MATERIALS.** List the vehicles, supplies and materials that you will use to perform the Contract work:

7. **OPERATIONAL/WORK PLAN.** Describe or attach your plan for scheduling janitorial staff, transportation to the job sites, keeping proposed staff supplied and supervising:

8. **METHODS.** Describe or attach a description of the methods your employees will use to provide Contract services:

PLEASE SEE ATTACHED DOCUMENTS.

9. **EMERGENCIES AND OVERTIME.** How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your average response time for emergency calls be?

GRACE BUILDING MAINTENANCE PROVIDES BACK-UP EMPLOYEES AT ANY TIME

10. **ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION** (Attach pages if necessary):

PLEASE SEE ATACHED DOCUMENTS.

RESUME

Mario Morales - Supervisor
4828 4th Avenue
Los Angeles, CA 90043
Cell: (213) 253-8769
Home: (323) 291-6806

EXPERIENCE

Grace Building Maintenance
3580 Wilshire Blvd., Suite 1440, Los Angeles, California 90010
Tel: (213) 386-2003 / Fax: (213) 386-2119
Period: 3 Years (Current)
Position: Operation Supervisor

Professional Building Maintenance
8523 Lankershim Blvd., Sun Valley, California 91352
Tel: (818) 771-1100 / Fax: (818) 771-1107
Period: 14 Years
Position: Operation Supervisor

Professional Janitorial Services
425 E. Arrow Hwy., # 703, Glendora, California 91740
Tel: (909) 860-6181 / Fax: (909) 860-1291
Period: 5 Years
Position: Operation Supervisor

EDUCATION

Francisco Marroquin High School
9th – 12th Grade

Dolores Bedolla Jr. High School
6th-8th Grade

Skills

Fluent in Spanish and English
Excellent People Skills
Very Responsible

REFERENCE

City of Long Beach
P.O.C.: Jorge De Leon
Position: Manager
Tel: (562) 577-8435

City of Burbank
P.O.C.: Marco Enrique
Position: Manager
Tel: (818) 238-3807

QUALITY CONTROL PLAN

Provide a detailed description of how you will ensure that your employees provide the Contract service in accordance with the Performance Requirements Summary and other Contract provisions. Attach or describe your Quality Control Plan, explaining the following:

- a. Who will supervise and review the work done under Janitorial Services Contract?

MARIO BELLOSO AS THE PROJECT MANAGER AND MARIO MORALES, SUPER VISOR

- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Notify the COR about the deficiencies discovered and then schedule a date and time for the services to repair the mistakes.

- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

WITHIN 24 HOURS.

- d. How will you cover unexpected absences?

THE COMPANY WILL PROVIDE BACK-UP EMPLOYEES.

- e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

PLEASE FIND THE ATTACHED QUALITY CONTROL PLAN.

QUALITY CONTROL PLAN

QUALITY CONTROL PLAN (QCP)

EXPERIENCE AND CAPABILITY

Grace Building Maintenance is a Professional janitorial service company business located in Los Angeles. We have provided building services and floor care services nationwide business community for the 10 years, and look forward to providing continual services for many years to come.

The company is divided into two commercial service divisions: 1) retail properties providing specific floor care services and 2) all other commercial properties serving government facilities, office buildings, private schools, airport terminals and medical centers as well as industrial properties.

GBM bonds and insures more than 500 employees and performs custodial services for many commercial properties as well as retail stores for the last 10 years. The crew and supervisors take pride in using only **QUALITY** products, **PROFESSIONAL** skills and **STATE-OF-THE-ART** equipment and our training program and quality control program assure their performance.

We believe the primary element in the successful performance of contract janitorial service is management and supervision. Exemplary management ensures top service. The General Manager is headquartered at the corporate office. The General Manager directs the Regional Managers. The Regional Managers are in charge of specific geographic regions and direct and supervise the Operation Managers.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assist personnel. They call on customers and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or crew Foreman handles front line on the job supervision.

With over a century of collective managerial and operational skills, Grace Building Maintenance has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients.

IMPLEMENTATION PLAN

Grace Building Maintenance's management is goal oriented, which places primary emphasis on solution-seeking behavior and on-the-job results. Accordingly, the first step in developing a specific management approach for a newly proposed business is to create a clearly defined set of performance standards for the job and proceed to develop a basic operation plan customized around those standards. The areas which must be achieved – on schedule with Quality Assurance in mind –for the provision of custodial and related services at your facilities are:

1. Department of Beaches and Harbor Administration Building
2. Burton W. Chace Community Building

3. Marina Information Center
4. Department of Beaches and Harbors Warehouse
5. Trailer Complex
6. Chace Park – Restroom Facilities
7. Boathouse
8. Santa Monica Yacht
9. Dockweiler Youth Center
10. 14110 Palawan Way
11. Parcel 44 – The Cove

With that in mind, we propose a comprehensive and continuing program encompassing the provision of personnel, supervision, and related requirements and services necessary to provide full and complete custodial services as described in the work specifications.

START UP AND ONGOING MANAGEMENT PLAN

I. SCOPE OF WORK

A. TWO WEEKS PRIOR TO COMMENCEMENT

- Review Equipment and Supplies
- Introduce Contract Manager & On-site supervisor
- Walk entire facility noting areas that need special attention and improvements
- Review trash removal procedures including recycling program
- Organize all Equipment and supply storage
- Set delivery time for supplies and equipment
- Formulate crew
- Establish job assignment – Review all work requirements, density of building, physical layout, and time constraints. Structure a plan for cleaning the facility; coordinate the workers into the assignments in an effective manner

B. ONE WEEK PRIOR TO COMMENCEMENT, MEETING WITH PROPERTY MANAGER

- Introduce GBM staff
- Receive floor plans
- Review keying/security procedure
- Reviewing janitorial log book implementation
- Set up daily, periodic work schedules and inspection schedules.
- Deliver and confirm emergency phone, pager numbers and customer service guidelines.

C. COMMENCEMENT DATE

- Janitorial management staff assembles at the building
- Preparation for arrival of crew and commencement of cleaning services

II. SUPERVISORY PLAN

A. CONTRACT MANAGER

- Liaison with facility management and tenants
- Provide Quality Control program
- Review schedules with facility management

B. ON-SITE SUPERVISOR

- Administer overall supervision to building janitorial staff
- Review with crew daily, request, complaints and scheduling
- Responsible for maintaining security and proper cleaning standards
- Ensure periodic work is accomplished per schedule

STATEMENT OF WORK

DAILY

- Sweep and Mop all floors;
- Vacuum all carpets and rugs;
- Dust desks, tables, chairs, filing cabinets, telephones, and other office equipments;
- Empty all wastebaskets;
- Clean and Sanitize all drinking fountains;
- Clean, Refill and Sanitize all restrooms;
- Clean, Sweep, and Remove all trash from the kitchen;
- Remove gum;
- Dust all bookcases and T.V. from the Library

WEEKLY

- Perform low dustings;
- Clean and sanitize downstairs showers;

MONTHLY

- Dust Venetian blinds;
- Perform high dusting;
- Machine scrub and wash all composition floors;
- Wash all windows inside and out;
- Vacuum draperies

MANAGEMENT AND SUPERVISION

The primary element in the successful performance of contract janitorial service is management and supervision, top management of the janitorial service operation. Directly under the General Manager, who is headquartered at our main office, directs a number of Regional Managers. The Regional Managers are in charge of specific

geographic areas and directs/ supervises a number of Operation Managers. The Operation Manager's primary purpose is to increase the operation effectiveness of all the people under his supervision. He trains and assists his personnel, calls on our customers and assists them with any problems they may have. He is fully responsible for maintaining the quality of our services. Front line supervision is handled by the Supervisor or crew Foreman who works from six o'clock in the evening to three o'clock in the morning. With over a century of collective managerial, operational and janitorial skills, GBM has continued to grow both size and reputation we pride ourselves in being able to meet the highest expectation of our many satisfied clients.

MANAGEMENT

GBM shall conduct inspections to insure that work is being accomplished in accordance with our standard and to the satisfaction of the customer. A representative will conduct periodic daytime inspection with key management personnel to assure work performance is being met.

SUPERVISION

GBM will provide qualified supervision to assume responsibility for personnel while performing the services as outlined in the cleaning schedule. Supervisors assigned to the account will thoroughly brief on all specifications and requirements. The Contract Manager will be giving a list of names of janitors and supervisor responsible for the services.

Note: If there is a change of supervisor, the contractor will immediately notify the COR.

JOB ASSIGNMENTS AND WORK LOADING

A three person team utilizes their experience in organizing the work program for your facility: Contract Manager, Quality Control, and On-site Supervisor whose direct responsibilities of the facility will be:

- Work specifications, density of building, physical layout, and time constraints.
- This team structures a plan for cleaning the facility, then fits people into the plan by making the most effective assignments possible.
- Each assigned custodian is then trained to perform their assignment (Training Program). The objective is thoroughness and efficiency, so that custodian is trained in a system and is taught to use methods developed and proven by **BSCAI** (Building Services Contractors Association international). The custodian is made familiar with in total work specifications as well as the individual requirements of his/her assignment.

PERIODIC WORK

Periodic work is written into a schedule, and copies of the schedule are retained by the Contract Manager and On-site Supervisor. Each time on schedule is written as a work order and assigned to appropriate personnel. When the work item has been completed, a Follow-up Inspection is made by Contract Manager. If result is satisfactory, the item is checked off the schedule and the work order is file.

STRIKE CONTINGENCY PLAN (SCP)

In the event of a strike by the company's employees, Grace Building Maintenance Co. will be still responsible for providing Cleaning Services at the Transportation Security Agency- IN1796ZZ. The Company will immediately provide back- up employees to the job sites to continue with the services. As soon as the Contractor receives the list of the names of back- up employees, it will hand the list to the Supervisor and COR of the contract.

PERSONNEL PROGRAM

GBM has always been highly selective in the hiring of our employees. From the recruitment of a General Manager to the hiring of a member of the custodial staff, nothing is left to chance.

HIRING NEW EMPLOYEES

From the time an applicant fills out an employment application, he or she is covered by a formalized personnel program administered by an experienced staff. Each applicant is subject to an extensive three-point background check prior to permanent employment.

HIRING CRITERIA

POSITION	QUALIFICATION	COMMUNICATION SKILLS – ENGLISH
SUPERVISOR	5 YEARS	SPEAK / READ / WRITE
LEAD PERSON	3 YEARS	SPEAK / READ / WRITE
CUSTODIAN – EXPERIENCED	1 YEARS	UNDERSTAND ORAL & WRITTEN INSTRUCTIONS
CUSTODIAN – NON EXPERIENCED	SUBJECT TO TAKE TRAINING PROGRAM	UNDERSTAND ORAL & WRITTEN INSTRUCTIONS

EMPLOYEE ORIENTATION

- Give the new employee a sense of belonging.
- Provide necessary job related information.
- Introduce the worker to his job.
- Assess his initial performance. Periodic follow-up interview, coupled with quarterly performance ratings, afford GBM the opportunity to appraise and scrutinize each employee's job performance, work attitude and reliability. Our company's Personnel Program has resulted in low employee turnover and an extremely low accident rate and the reassuring knowledge that every GBM employees are honest, well-trained and reliable professional.

APPEARANCE

GBM personnel will work in neat and clean uniforms. Company will furnish employees with a sleeve shirt, or some other type of upper body wear, bearing the company's identification. Appropriate uniforms will be worn at all times, including personnel who are being trained.

COMMUNICATION SKILLS

GBM will ensure that all member of custodial crew, on-site, will be able to communicate in English both verbally and in writing. All custodial personnel will be capable of

completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

UNIFORMS

All employees shall wear uniforms provided by the Company: a t-shirt with the company's logo on it; pants; and tennis shoes (a must).

SECURITY PRECAUTIONS

Custodial personnel will not allow anyone on the premises unless they are specially assigned by the Contract Manager to do custodial services at the facility. This rule will be strictly enforced.

EMPLOYEE THEFT/FRAUD PREVENTION PROGRAM

We have implemented a routine background check through a contracted agency on every employee which consists of criminal and past employment history. GBM also keeps a signed non-disclosure statement protecting clients of any exposure to trade marks. In compliance with enforcement, we have a fidelity bond along with an employee dishonest policy.

SUPERVISOR'S REPORT

- REPORTED BY : _____
- DATE: _____
- TIME IN : _____ TIME
- OUT : _____

CONFIRM MEMOS :	#	#	#	#
UNCONFIRM MEMOS :	#	#	#	#

AREA INSPECTED

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

* (SEE ATTACHED INSPECTION REPORTS)

EQUIPMENT BREAKDOWN

* Walk through inspection report attached.

COMMENTS		
INSPECTION DATE	NAME	INITIAL

COMMENTS BY FACILITY MANAGER (WHEN PRESENT)

ACTION TAKEN

WORK ORDER NUMBER	PRIORITY #	ASSIGNED SUPERVISOR	INITIAL

RESULT

WORK ORDER NUMBER	DATE COMPLETED	COMPLETED BY	CONFIRMATION

WORK ORDER

NUMBER _____

() PRIORITY 1 : COMPLETE WITHIN 24 HRS.

ORDER DATE

() PRIORITY 2 : COMPLETE WITHIN 5 DAYS
INSPECTION ()

ORDER TYPE :

() PRIORITY 3 : COMPLETE WITHIN 10 DAYS
COMPLAINT ()

TAKEN

BY _____

1. ALL QUESTIONS REGARDING WORK ORDER SHOULD BE DIRECTED TO CONTRACT MANAGER.

- 2. COMPLETE AND RETURN WORK ORDER WITHIN PROPER TIME FRAME.
- 3. INSPECTION REPORT / DISCREPANCY REPORT ATTACHED.

REQUIRED SERVICE / DESCRIPTION OF WORK	
DATE COMPLETED :	TIME COMPLETED :
COMPLETED BY :	

CONFIRMATION		
WORK ORDER	QUALITY LEVEL	
	ACCEPTABLE	DEFICIENT
RESCHEDULED DATE		

NETWORK MANAGEMENT

CUSTOMER SERVICE: For your convenience, we established a separate private phone number direct to our customer service department. If you need to know any information, need to schedule special service, or have any problems, we encourage use this number
 213-386-2003

WORK UNATTENDED: Any work left undone shall respond within 30 minutes to clean up after the notification of failure to perform.

EMERGENCIES: After business hour and on weekends a professional answering service will answer your calls and contact the right personnel. This number is always staffed. In the event of an emergency at your location (Floods, Fires, Property Damage, etc.) requiring clean up or other tasks, GBM has the personnel available 24 hours a day, seven days a week, at your direction for a specified rate.

Items listed above are what we noticed during our daily routine service, please contact us if you have any questions or in need of more information.

EMERGENCY SERVICE

In the event an emergency at your location should occur (Flood, Fire, Property Damage, etc.) requiring clean-up or other tasks, GBM has personnel available 24-Hours a day, 7 days a week, at your direction, for a specified rate per man-hour. After Business hour and on weekends, you can call and contact right personnel at following numbers.

	Telephone Number	
24 hours Switch Board	213-386-2003	Response with in 10 Minutes
Client Services	213-820-9082	Response with in 10 Minutes
Contract Manager	213-820-9083	Response with in 10 Minutes

RESPONSE TIME

Response time for work requirements is dependent upon work priority and shall be in accordance with following standards.

URGENT WORK

Normal Business Hours: GBM available personnel to take action at the urgent, emergency work site with in One (1) Hour following notification by Clients.
 After Business Hours: With in Two (2) hour.

EMERGENCY WORK

TYPE OF EMERGENCY	REPOSENSE TIME	AVAILABLE EQUIPMENT	AVAILABLE CREW SIZE
FOOD, WATER DAMAGE	1 Hour	Truck mount extractor Carpet Extractor Wet Vacuum Air Blower, Pile Lifter	10

FIRE, PROPERTY DAMAGE	1 Hour	Water Damage Equipment & all other required equipment	10
EVENT CLEAN UP	2 Hours	Back pack type hose vacuum. Floor sweeper Floor scrubber / Burnisher Tilt Truck, Parking lot blower & all other required equipment	25

RATE FOR EMERGENCY / ADDITIONAL SERVICES

TYPE OF SERVICE	SERVICE RATE BY REGION			
	Western	Mid Western	Eastern	South Eastern
Water Damage	\$ 60.00 / HR	\$ 50.00 / HR	\$ 60.00 / HR	\$ 50.00 / HR
Fire, Property Damage	\$ 60.00 / HR	\$ 50.00 / HR	\$ 60.00 / HR	\$ 50.00 / HR
Event clean up- Labor	\$ 12.50 / HR	\$ 11.75 / HR	\$ 14.20 / HR	\$ 11.75 / HR
Window Wash- 15' Above	\$ 20.00 / HR	\$ 18.00 / HR	\$ 25.00 / HR	\$ 18.00 / HR
Floor Care	\$ 25.00 / HR	\$ 23.00 / HR	\$ 28.00 / HR	\$ 23.00 / HR
Additional Labor-Custodial	\$ 15.50 / HR	\$ 14.20 / HR	\$ 16.50 / HR	\$ 14.20 / HR

* Service rates are included cleaning supplies and equipment.

QUALITY CONTROL PROGRAM

GBM will establish a complete Quality Control program to assure the specified requirements of the contract provided. The program shall include, but not be limited to the following:

- Inspection system concerning all the services stated in the cleaning requirements.
- Check list used in inspecting contract performances during regularly scheduled or unscheduled inspections.
- Check list shall include every area of the operation serviced by US Metro as well as every task required to be performed.
- System for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

QUALITY CONTROL - INSPECTION PROCEDURE

SUPERVISOR

GBM will provide thoroughly trained On-Site Working Supervisor. Supervisor will be physically located during normal work shift: Monday through Friday so that such is readily available to deal with the day-to-day operation of the contract. Supervisor shall be knowledgeable in all aspects of the contract service operation and will monitor each individual custodian's performance.

WEEKLY, MONTHLY INSPECTIONS

Supervisor will walk through each restroom with check list and will conduct the weekly inspection and fill out the form at the end of the week (Friday). Also Supervisor will conduct weekly joint inspection tour with facility Manager. Quality Control Manager and Supervisor will walk through each restroom with check list and will conduct Monthly inspection and fill out the form at the end of the month (Last Friday of the Month).

UNSCHEDULED INSPECTION

Quality Control Manager will conduct unscheduled inspection during normal working hour at least twice a month and make a report to the Contract Manager. The purpose of unscheduled inspections are to make sure all the tasks and services are being performed to acceptable condition and to identify deficiencies in the quality of service performed before the level of service becomes unacceptable.

FOLLOW-UP INSPECTIONS

Quality Control Manager will conduct Follow-up inspections of all work found to be deficient on the Monthly initial inspection. Quality Control will notify to the Contract Manager on any item found to be defective on this second inspection. Deficiencies found on this second inspection will be corrected immediately.

WORK SUMMARY REPORT

A Monthly Summary report will be turned in to the Property Manager on the first work day of the month indicating all completed or in-progress work and any corrective action taken.

Note: The schedules may be changed.

QUALITY CONTROL INSPECTION (SAMPLE)

FLOOR: _____

AREA: _____

INSPECTOR: _____

DATE: _____

TIME: _____

CATEGORY	QUALITY LEVEL			RATING	REMARK
	Excellent	Good	Poor		
OFFICE & WORK AREA					
High Dusting	5	4	3		
Floors (Carpets)	6	5	4		
Furniture	5	4	3		
Light Fixtures	4	3	2		
Partition Glass	5	4	3		
Air Vents	5	4	3		
Walls	5	4	3		
Wastebaskets	5	4	3		
CATEGORY TOTAL					
LOBBIES & CORRIDORS					
Doors & Glass	2	1	0		
Drinking Fountains	2	1	0		
Entrance	2	1	0		
Furniture	2	1	0		
Floors (Carpets)	3	2	1		
Lights Fixtures	2	2	0		
Urns & Receptacles	3	2	1		
Air Vents	2	1	0		
Walls	2	1	0		
CATEGORY TOTAL					
RESTROOMS					
Dispensers & Containers	3	2	1		
Fixtures	3	2	1		
Floors	3	2	1		
Lights Fixtures	2	2	0		
Mirrors	3	2	1		

Air Vents	3	2	1		
Walls & Partitions	3	2	1		
CATEGORY TOTAL					
OUTSIDE					
Entrance	2	1	0		
Doors	3	2	1		
Lunch Area	3	2	1		
Mats	2	1	0		
CATEGORY TOTAL					
LUNCH ROOMS					
Appliances	2	1	0		
Tables & Chairs	2	1	0		
Floors	3	2	1		
Air Vents	1	1	0		
Walls & Doors	2	1	0		
CATEGORY TOTAL					

TOTAL SCORES ---- ALL CATEGORIES _____

ROUTINE SERVICE DAILY CHECKLIST (SAMPLE)

Routine Cleaning duties are listed to assure consistency and completion of all tasks, everyday. Please see your supervisor if you have any questions.

BUILDING: _____

LEVEL: _____

AREA / ITEM	WORK DESCRIPTION	DONE	AREA / ITEM	WORK DESCRIPTION	DONE
OUTSIDE			BREAK AREA		
Entry way	Sweep, Trash		Table	Clean, Polish	
Doors	Frame, Glass		Chair	Clean, Position	
Trash	Debris, Cigarettes urns		Sink	Clean, Polish	
			Counters	Clean, Polish	
			Appliances	Inside, Outside	
LOBBY			CORRIDORS		
Ledges	Corners, Baseboards		Ledges	Corners, Baseboards	
Windows	Spot, Frame, Window Sills		Stairways	Steps, Landing, Hand Rails	
Walls	Spot, High Dusting		Elevators	Wall, Track, Floors	
Doors	Frame, Window, Handle		Walls	Spot, High Dusting	
Fixtures	Light, Brass, Directory		Floors	Vacuum, Mop, Spot	
Floors	Vacuum, Mop, Spot				
LOCKER ROOM / SHOWER			RESTROOMS		
Shower	Floor, Wall, Drain, Stall		Toilets	Clean, Sanitize	
Toilets	Clean, Sanitize		All Paper	Fill up to full	
All Paper	Fill up to full		Soap	Fill up to full	
Sinks	Clean, Polish		Sinks	Clean, Polish	
Stalls	Clean, Remove Graffiti		Stalls	Clean, Remove Graffiti	
Mirrors	Clean, Frame, Spot		Mirrors	Clean, Frame, Spot	
Trashcan	Empty, Sanitize		Trashcans	Empty, Sanitize	
Walls	Clean, Dust, Spot		Walls	Clean, Dust, Spot	

WEEKLY CLEANING DUTIES			DAILY CLEANING DUTIES		
High Dusting	Vents, Corners, Lights		Trash	Empty all Waste Baskets	
Baseboards	Wipe down		Walls	Spot Clean	
Detail Clean	Restroom Stalls		Carpets	Vacuum, Remove Spots	
Fixtures	Clean, Polish		Floors	Sweep, Damp Mop	

DATE : _____

CLEANED BY : _____

NOTES

RESTROOM INSPECTION FORM

LOCATION:----- MEN'S () WOMEN'S ()

INSPECTOR:-----

DATE:-----

TIME:-----

CATEGORY	QUALITY LEVEL			RATING	REMARK
	Excellent	Good	Poor		
RESTROOM					
1. Dispensers & Containers					
2. Toilet Seats & behind					
3. Urinals/ Inside & Out					
4. Floors, Corners					
5. Walls					
6. Wash Basins					
7. Partitions					
8. Plumbing fixtures					
9. Disinfectant					
10. Doors / Push, Kick Plates					
11. Baseboards					
12. Floor Drains					
13. Air Vents					
14. Hand Dryer					

PERIODIC SERVICE CHECK LIST (SAMPLE)

LOCATION: _____

MONTH OF: _____, 200

WEEKLY TASK

ALL OFFICE/ COMMON AREA

JOB DESCRIPTIONS	1 ST	2 ND	3 RD	4 TH	5 TH
LOW DUST TABLE LEGS, CHAIR RUNGS					
WASH ALL DOOR, PARTITION GLASSES					
DUST AIR VENTS, PARTITION TOPS, ECT.					
CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT					
DUST & CLEAN ALL BASE BOARDS					
CLEAN ALL APPLIANCE INSIDE &OUTSIDE					
HOSE VACUUM CORNERS & SPOT CLEAN (DRY SHAMPOO)					
BURNISH ALL TILE FLOORS					

REST ROOMS

JOB DESCRIPTIONS	1 ST	2 ND	3 RD	4 TH	5 TH
DUST AIR VENTS, TOP OF STALLS					
DISINFECT FIXTURE, WALLS, PARTITIONS, DOORS, ETC.					
CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT					
CLEAN & REFILL FLOOR DRAINS					
MACHINE SCRUB FLOORS					

MONTHLY TASK

COMPLETED

JOB DESCRIPTIONS	DATE	INITIALS
DUST CEILING & WALL VENTS		
WASH ALL GLASSES – DOOR, PARTITION, EXTERIOR WINDOW		
DETAIL CARPET EDGES UNDER & AROUND FURNITURE		
MACHINE SCRUB , WAX & BUFF TILE FLOORS		
BONNET (DRY SHAMPOO) CLEAN ALL CARPETED FLOOR		
MACHINE SCRUB & DISINFECT ALL RESTROOMS.		
SCRUB, WAX ALL TILE FLOORS		

QUARTERLY TASK

JOB DESCRIPTIONS	DATE	INITIALS
STRIP, RE-WAX AND BUFF ALL TILE FLOORS		
SHAMPOO ALL COMMON AREA CARPETS – EXTRATION		
COMPLETE WASH & CLEAN RESTROOM WALLS & PARTITION		

PERIODIC SERVICE QUALITY CONTROL

BLDG : _____ FLOOR : _____ AREA :

INSPECTOR : _____ DATE : _____ TIME :

OptionButton1 JOB DESCRIPTION	COMP. DATE	INSPECT DATE	QUALITY Acceptable	LEVEL Unacceptable	Rescheduled Date	Inspection Date	QUALITY Acceptable	LEVEL Unacc
Machine scrub & wax floors	Jan 30	Jan 31	x					
Shampoo all carpeted areas	Jan 30	Jan 31		X	Feb. 4	Feb. 6	x	
Wash window blinds	Jan 30	Jan 31	x					
Wash windows inside & out	Jan 30	Jan 31	x					
Steam clean Public R/R	Jan 30	Jan 31	x					
Detail clean all restrooms	Jan 30	Jan 31	x					
Clean trash receptacles	Jan 30	Jan 31	x					
Clean all corners & ledges	Jan 30	Jan 31	x					
Perform high dustings	Jan 30	Jan 31		X	Feb. 4	Feb. 6	x	

Comment : _____

SECURITY AND WORKING RULES

1. Employees must work the full specified shift on their jobs. Unless permission is granted, work must be done on the day and between the hours designated.
2. If any employee is unable to report for work, the Supervisor must be notified as soon as possible. Failure to report an absence is grounds for dismissal.
3. No one will be permitted to assist with work that is not employed by GBM. This means that employees are not allowed to take anyone onto the job site at any time unless they are authorized by GBM and on the payroll. Due to security reasons, violation of this rule will result in immediate dismissal.
4. The use of Alcoholic beverages or being under influence of alcohol or narcotics when reporting for work is strictly prohibited.
5. No customer equipment is to be used. This includes telephone, radio, office equipment, etc.
6. If you find any unusual circumstance during your assignment such as unlocked doors, safe doors open, money left out, or indication that unauthorized persons have been on the premise, notify to the Supervisor immediately.

7. Upon completion of each area, recheck to see that everything is in place and only the proper lights are left on. Lock all doors except those specified to remain open. After locking each door, make sure it is secure.
8. Pay particular attention to designated "No Smoking" signs.
9. Report any damage or breakage accidentally caused by employees immediately to the Supervisor. At no time, DO NOT TAKE anything from place of work, even if it is believed it to be of no value and is to be thrown out. Articles of value such as watches, money, etc., found on floor or other places should be given to the Supervisor where it was found.
10. Do not stand on or put any furniture such as waste baskets, chairs, etc., on glass, Finished wood or glass desk tops. Be careful when vacuuming, sweeping or dust mopping so as not to mark desks, baseboards, wood paneling and do not allow broom or mop handles to bump walls or ceiling.
11. All electric plugs must be disconnected before maintaining and checking equipments. Do not at any time unplug Computer equipment or turn off electric clocks or refrigerators.
12. Must use good judgment when throwing away or removing articles of waste from the premise. Sometimes important records are put on or in baskets or placed on the floor. If there are any question in mind, find out first.
13. If required to sign in or out of a facility, each employee must sign for himself/herself only.
14. Proper appearance including but not limited to personal grooming and uniform is strictly enforced. If Dress Code is not to spec, employee will be sent home without pay and written up. (Please review the Dress Code).

INJURY AND ILLNESS PREVENTION PROGRAM

FOR CUSTODIAL SERVICE

I. INTRODUCTION

Personnel safety and environmental protection are vital considerations to any viable business. There are humanitarian as well as economic advantages to fulfilling the legal obligations for achieving accident-free work imposed by the various janitorial service works. This program is intended as a guide to assist the janitorial and floor care service personnel in understanding GBM's commitment to safety and environmental protection.

II. EMERGENCY INFORMATION

- Injury / First Aid

All injury must be reported to the Contract Manager. Should an employee be injured during normal working hours, First Aid treatment is available at Contract Manager's office or at the supply closet. Off-hours injuries may be treated at one of the designated medical facilities. The Supervisor must be notified as soon as possible.

- Chemical Spill or Release

In the event of a spill or release of hazardous materials, all employee must follow the procedures listed below:

1. Evacuate the spill area immediately.
2. Contact Supervisor or Facility Manager.
3. Ensure that no one reenters the spill area until the authorized representative arrives and allows reentry.

- Fire

The facility Emergency phone number must be called immediately or call local Fire Department in case of fire.

III. GENERAL INFORMATION

Vehicles on Facility Roads

All facility and parking regulations must be observed. Clear access must be maintained for emergency vehicles at all times. Check with your supervisor for appropriate parking places.

Conduct

Horse play, fighting, gambling, drinking alcoholic beverage, using unauthorized drugs, smoking at No-Smoking area, failure to follow Company Working Rules or any other misconduct at work place, will result in termination.

Power Equipment

1. Use equipment only for its intended purpose.
2. All tools and equipment brought onto the work site for use must be in good repair and workable condition.
3. All electrical equipment and tools must be grounded or double insulated.
4. The electric cord must be unplugged before adjusting tools.

Ladders

1. Ladders must be inspected by a qualified person and approved for use before being put into service.
2. Stepladders must be set level on all four feet, with spreaders locked in place. Painting ladders should not be used, Never stand on the top of a stepladder. Do not climb higher than the next to the last step.
3. If it is necessary to place a ladder in or over a doorway, the door must be barricaded and warning signs posted.

Signs

Legible warning signs should be placed on wet floor work area, or other suitable stanchions before work starts, and removed promptly upon completion. Tape with pre-printed warning signs may be used.

Flammable Materials

1. All flammable materials must be removed from the work area at the end of the day.

2. Flammable/Combustible materials must be kept away from steam lines, radiator and heaters.

HAZARDOUS MATERIALS HANDLING & SAFETY PROGRAM

HAZARDOUS MATERIALS

- A. All containers of Hazardous material must have original manufacture's label.
- B. Read Material Safety Data Sheet (M S D S) before and after using hazardous materials. - Use **How to Read M S D S** instructions.
- C. Use non-combustible or flame resistant containers for Hazard or Flammable waste materials.
- D. In case of a spill or release of hazardous chemicals, employee shall immediately notify your Supervisor or the Property Manager.

HOUSEKEEPING / CLEANING

- A. Maintain work areas free from tripping and slipping hazards at all times
- B. The work area must be left free from accumulation of waste and rubbish at the end of each shift.
- C. At the end of each task being performed, restore the work area to the same degree of neatness as when work commenced.

ELECTRICAL SAFETY

- A. Use properly grounded electrical tools, and equipment while in use.
- B. Use proper size of extension electrical code.

ACCIDENT / SPILLAGE REPORTING

- A. Promptly report all accidents (and near-misses incident which did not, but could have, resulted in serious personal injury) immediately to your Supervisor.
- B. In case of a spill or release of hazardous chemicals, notify your Supervisor immediately.

SAFETY MEETING

Safety Meetings will be held on the 1st Monday of each month.

REMOVE/DISPOSE INFECTIOUS & HAZARDOUS WASTE

Infectious waste is any waste material or article which harbors or may reasonably be considered to harbor viable etiologic agents, including laboratory wastes, pathologic and surgical specimens, blood elements, excreta and secretions, disposable formats, and any other wastes defines as an infectious waste.

INFECTIOUS WASTE

Infectious waste shall be contained for storage and disposal in double disposal plastic bags which are impervious to moisture and have strength sufficient to preclude ripping, tearing or bursting under normal conditions of usage and handling. The bags shall be security tied to prevent leakages or expulsion of solid or liquid waste during storage, handling or transport. All bags used for collection, storage and disposal of infectious waste shall be red in color. The red bags containing infectious waste shall be transported directly to the designated dumpster for disposal, Garbage chutes shall not be used to transfer infectious waste. Transfer of infectious waste between locations where it is produced or stored shall be performed in accordance with procedures established by the Administrator. Infectious waste shall be picked up from the designated dumpster and shall be sterilized by a certified waste sterilization company.

SHARPS WASTE

"Sharps" includes, but it is not limited to, hypodermic syringes, blades and broken glass. Sharp also include any devices, instruments or other objects which have acute rigid corners, edges or protuberances.

Sharps waste shall be contained for disposal, in rigid puncture proof containers such as cartons or metal cans which are taped closed or tightly lidded to preclude loss of the contents. Rigid disposable containers of infectious sharps waste shall be labeled in the same way as the disposable bags used for other infectious waste.

Full sharps containers shall be removed to housekeeping cart and carried to designated dumpsters.

HARZARDOUS WASTE

Trash from radiation hazard areas is not to be removed until checked and released by the authorized radiology Supervisor. The waste shall be labeled "Radiation Hazard" and Radiology Supervisor shall determine the waste disposition.

(Last Page)

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 6 of the RFP (Under Business and Financial Summary).

1. List all of the governmental agencies and private institutions for which your firm has provided janitorial services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2002	CURRENT	CITY of Arcadia	11800 Goldring Rd Arcadia, CA 91066	Clement FLORES	(626) 256-6012	Custodial services for City Facilities
2005	"	Port of San Diego	3165 Pacific Hwy. San Diego, CA 92101	Esther SCANNEL	(619) 686-6458	Janitorial and window washing
2003	2006	CDC	2 Coral Circle Monterey Park, CA 91755	Juliette LAPIN	(323) 890-7001	Janitorial Services
2006	CURRENT	CITY of Temple City	9701 Lastungas Dr. Temple City, CA 91780	Cathy	(626) 285-2171	Nightly and Special cleaning services ✓
2004	2006	CITY of Burbank	124 S. Lake St. Burbank, CA 91510	Marco HENRIQUEZ	(818) 238-3807	Janitorial Services
2005	CURRENT	Camp Pendleton	P.O. BOX 555171 Camp Pendleton, CA 92055	Sgt. BRINK	(760) 763-1052	Janitorial Services

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr/ Contact person	Phone number	Description of Services
2003	current	CSU - San Bernardino	5500 Univ. Dr. San Bernardino, CA 92401	Sylvia	(909) 581-5155	custodial services @ campus
2000	"	CSU - Los Angeles	5151 State Univ. Dr. Los Angeles, CA 90032	Ron Jarvis	(323) 343-6665	Janitorial Services
2003	"	Olympic Property Management	2140 W. Olympic Blvd. Los Angeles, CA 90006	Teppy Song	(213) 382-4226	Janitorial Services
2004	"	Reno Property Management	350 S. Reno St. Los Angeles, CA 90051	Marcos Han	(213) 381-9243	Janitorial Services

2. How many full-time workers does your firm employ? 40

3. Attach an organizational chart or describe the organization of your firm:
PLEASE FIND THE ATTACHED ORGANIZATION CHART

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
CAL-SANS Supply	1834 E. 46th St. Los Angeles, CA 90058	Material Provider		(323) 233-1200
J-Deal Equipment	341 S. Western Ave. Los Angeles, CA 90020	Equipment Provider		(213) 386-4800
West Coast Inc.	337 S. Western Ave. Los Angeles, CA 90020	Supplies Provider		(213) 387-0973

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

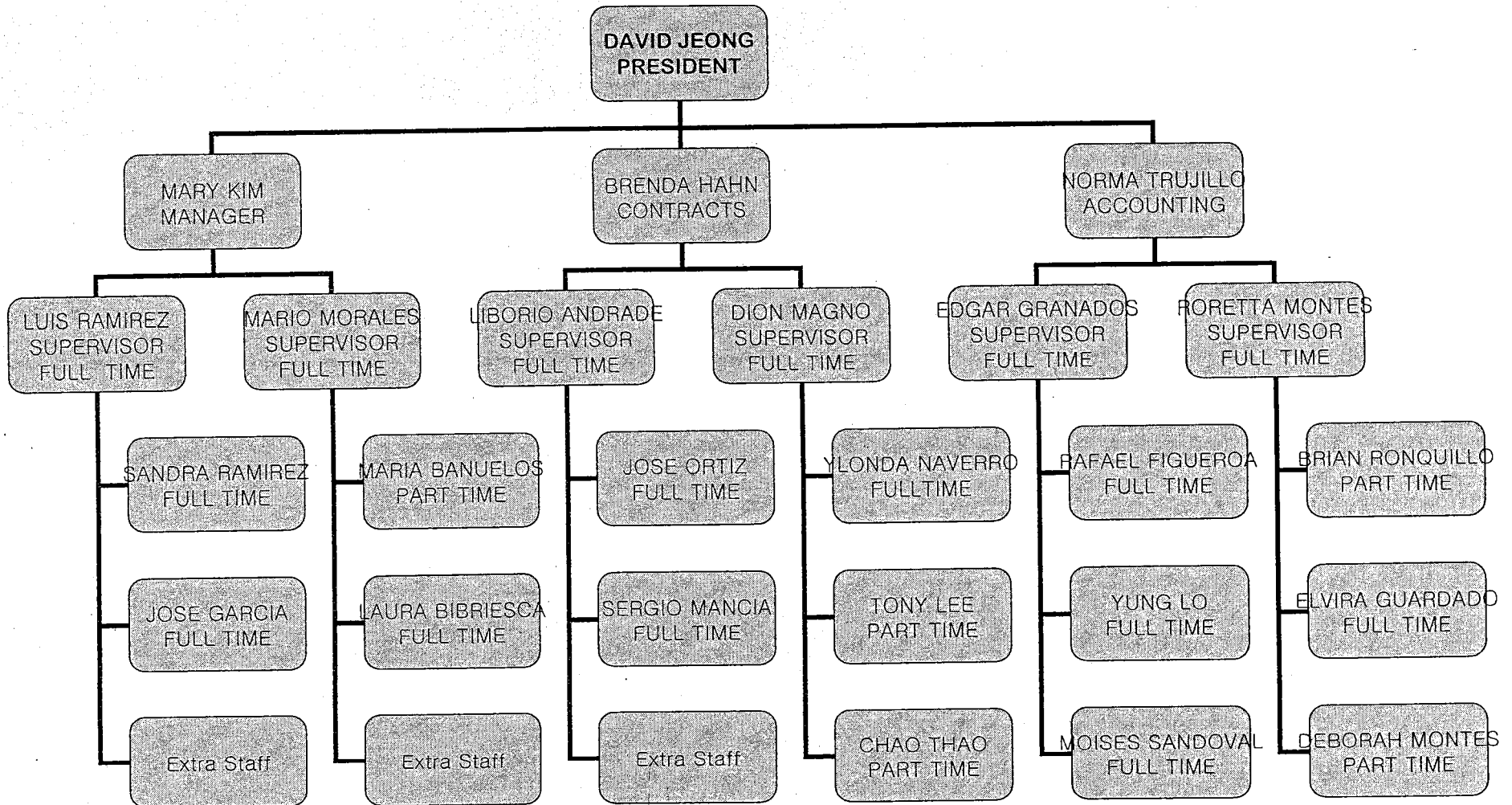
6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

- has not found the Proposer responsible for any labor, wage, or payroll violations
- has found the proposer responsible for the following violation(s):

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

GRACE BUILDING MAINTENANCE CO., INC.

Organization Chart



PROOF OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/21/06

PRODUCER
CHK Pacific Insurance Services
3550 Wilshire Blvd. Suite 1280
Los Angeles, CA 90010

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.

INSURERS AFFORDING COVERAGE

INSURED
Grace Building Maintenance Co., Inc
3580 Wilshire Blvd. Suite 1420
Los Angeles, CA 90010

INSURER A: ProBuilders Specialty Insurance Company
INSURER B: Mt. Hawley Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	COM 5012802	12/20/06	12/20/07	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	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 (Per accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
B	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ ACC \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	EMX0304497	05/31/06	05/31/07	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

"ADDITIONAL INSURED"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
1/3/2007

PRODUCER MYUNGSUNG INS. AGENCY
3255 WILSHIRE BLVD., #834

LOS ANGELES CA 90010
(213) 382-5112

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.

INSURERS AFFORDING COVERAGE

INSURED
GRACE BUILDING MAINTENANCE CO., INC.
DEA: GRACE ENGINEERING SERVICES
3580 WILSHIRE BLVD. #1420
LOS ANGELES CA 90010

INSURER A: PROGRESSIVE INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	055416510	11/28/2006	11/29/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 VEHICLE INFORMATION: 1993 TOYOTA T100
 VIN: JT4VD10A8P0001125
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER:
"ADDITIONAL INSURED"
 CA 95816

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-15-2006

 GROUP:
 POLICY NUMBER: 1736724-2006
 CERTIFICATE ID: 92
 CERTIFICATE EXPIRES: 07-10-2007
 07-10-2006/07-10-2007

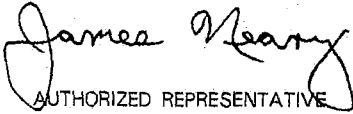
SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

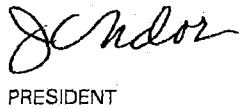
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - BYEONG UK JEONG PRES, SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-10-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

GRACE BUILDING MAINTENANCE COMPANY, INC. SC
 3580 WILSHIRE BLVD STE 1440
 LOS ANGELES CA 90010

[RWB,CN]

PRINTED : 08-15-2006

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer GRACE BUILDING MAINTENANCE CO., INC., the undersigned certifies, declares and agrees as follows:

- 1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
- 2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
- 3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.
- 4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

DAVID JEONG, PRESIDENT
Title

Name


Signature

03/05/2007
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: GRACE BUILDING MAINTENANCE CO.

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 submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 52885701

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

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

Total Number of Employees (including owners): 90

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			2		2	2
Hispanic/Latino			5	3	51	17
Asian or Pacific Islander	1		1			
American Indian						
Filipino						
White				2	5	4

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	3 %	60 %	%	%	%	6 %
Women	2 %	23 %	%	%	%	5 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
U.S. SMALL BUSINESS			Y		1/23/2012
STATE OF CA DPT. OF GSA			Y		6/16/2009

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

Print Authorized Name BYEONG U. JEONG	Authorized Signature 	Title PRESIDENT	Date 3/13/07
--	---	--------------------	-----------------

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

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

Company Name: GRACE BUILDING MAINTENANCE CO., INC			
Company Address: 358 WILSHIRE BLVD SUITE 1440			
City: LOS ANGELES	State: CA	Zip Code:	90010
Telephone Number: 213-386-2003			
Solicitation For (Type of Services): JANITORIAL SERVICES, BEACHES AND HARBORS			

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

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

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

"Dominant in its field of operation" means having more than ten employees, 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name: DAVID JEONG	Title: PRESIDENT
Signature: 	Date: 03/05/2007



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

Form P-8

**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):

N/A

- 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.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: GRACE BUILDING MAINTENANCE CO.,	Print Name of Owner: DAVID JEONG
Print Address of Firm: 3580 WILSHIRE BLVD SUITE 1440	Owner's/Agent's Authorized Signature:
City, State, Zip Code: LOS ANGELES, CA 90010	Print Name and Title: DAVID JEONG, PRESIDENT

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of _____ pages.

Updated, March 2, 2007
Form P-9

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (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 the County awarding department.

Please check the option that best describes your intention to comply with the Program.

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 rate of not less than \$11.84 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 \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 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 \$2.20 per hour per employee. I will pay an hourly wage of not less than \$9.84 per hour per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:


Monthly

Quarterly

Bi-Annual

Annually

Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:	Grace Building Maintenance Co.		
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:			
SIGNATURE:		DATE:	3/13/2007
PLEASE PRINT NAME:	Byeonq U. Jeong	TITLE OR POSITION	President



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

"NOT APPLICABLE"

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) 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, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
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):


I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) 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.

Continued from previous page

- My business is subject to a bona fide Collective Bargaining Agreement (*attach 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: BYEONG U. JEONG	TITLE: PRESIDENT
SIGNATURE: 	DATE: 3/13/2007

Continued from previous page

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.

- I, or my 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(s): _____

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: _____
(Specify)

- I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

CHARITABLE CONTRIBUTIONS CERTIFICATION

GRACE BUILDING MAINTENANCE CO.

Company Name

3580 WILSHIRE BLVD., SUITE 1440 LOS ANGELES, CA 90010

Address

33-0714328

Internal Revenue Service Employer Identification Number

"NOT APPLICABLE"

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.

Check the Certification below that is applicable to your company.

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

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



3/13/2007

Date

BYEONG U. JEONG, PRESIDENT

Name and Title of Signer (please print)

CONTRACTOR'S LICENSE/ CERTIFICATE



COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

October 12, 2006

DAVID JEONG
GRACE BUILDING MAINTENANCE CO.
3580 WILSHIRE BLVD #1615
LOS ANGELES, CA 90010

Vendor #: 52885701

Dear DAVID JEONG:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until May 31, 2009.

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS



Washington, D.C. 20416

Sent Via Fax 213/386-2119

JAN 23 2003

Byeong Jeong, President
Grace Building Maintenance Co., Inc.
3580 Wilshire Boulevard, #1615
Los Angeles, California 90010

Dear Mr. Jeong:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) BD program. Your nine (9) year program term begins on the date of this letter.

Additionally, your firm has been certified as a Small Disadvantaged Business (SDB) in the Federal Government's SDB program. Your term of participation in the SDB program is concurrent with your 8(a) BD certification.

During participation in the 8(a) program, you will receive business development assistance from an assigned Business Opportunity Specialist in the Los Angeles District Office located at 330 North Brand Boulevard, Suite 1200, Glendale, California 91203-2304. The phone number is 818/552-3235. The District office will also be able to provide you with information on the SDB program and its benefits.

Your firm will become eligible to receive 8(a) contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Los Angeles District Office. That office will send you the business plan form.

SBA requires that the President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Los Angeles District Office at the address shown in the third paragraph above. The second copy is for you.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 561720, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform. In this regard, please note that contracts awarded under 8(a) BD program authority generally result from the self-marketing efforts of the 8(a) firm. While your firm's acceptance into the 8(a) BD program is not a guarantee of contract support, SBA will make every effort to provide you with assistance in your marketing efforts.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, please contact your local SBA District Office to update your enrollment in PRO-Net, an SBA online procurement listing of small businesses utilized by public and private sector buyers.

We welcome you as an 8(a) program participant and look forward to working with you.

Sincerely,

Luz A. Hopewell
Associate Administrator for
Business Development

Enclosures



U. S. SMALL BUSINESS ADMINISTRATION

Los Angeles District Office
330 North Brand Blvd., Suite 1200,
Glendale, California 91203

March 3, 2006

Mr. Byeong U. Jeong
Grace Building Maintenance Co., Inc.
3580 Wilshire Blvd #1615
Los Angeles, CA 90010

Dear Mr. Jeong:

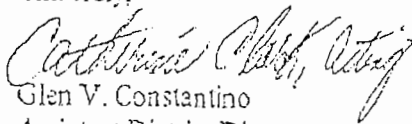
Your request to add additional North American Industrial Classification (NAICS) Codes to your business plan has been approved. The following is a listing of your company's approved primary and secondary codes:

<u>Primary NAICS Code</u>	<u>Size Standard</u>
561720- Janitorial Services	\$15.0M
<u>Secondary NAICS Codes</u>	
561730- Landscaping Services	\$6.5M
236220-Commercial and Institutional Building Construction	\$31.0M
238220-Plumbing, Heating, and Air Conditioning Contractors	\$13.0M
238320-Painting and Wall Covering Contractors	\$13.0M

Review and update your company profile in the Central Contractor Registration (CCR) and the Dynamic Small Business Search System (DSBSS) to ensure that the information listed is accurate and that all of your NAICS Codes are included.

If you need further assistance, you may contact your assigned Business Development Specialist Bonita Rentie at (818) 552-3310, fax number (818) 552-3359, E-mail: bonita.rentie@sba.gov.

Sincerely,


Glen V. Constantino
Assistant District Director
S(a) Business Development

Office of Small Business and DVBE Certification

REF# 0016078 GRACE BUILDING MAINTENANCE CO INC

June 16, 2006
SB APP 20060616

5

Keep this page in secure place. DO NOT share this page or information with anyone or include it with any of your bid documents or submittals.

Certified Firm Profile

The Online Certified Firm Profile feature enables California-certified small businesses and DVBEs with a convenient way to maintain certain company profile information, including customizable keywords to best describe business specialties with. The keywords help many state, local government and other agency buyers and potential business partners find you or a pool of businesses like yours when they use our online Certified Firm search tool. Don't let a business opportunity pass you by. Keep your contact information current and your keywords fine-tuned.

To access your online profile, go to www.pd.dgs.ca.gov/smbus and click on the "Certified Firm Profile Login" link in the far right column of the webpage. Use the User ID and password below for your initial login session. You may change your password at any time after the initial login. Your password should consist of at least six (6) and no more than 20 alphanumeric, case-sensitive characters (Example: AbC123&#). Once you are accepted into the system, you can update your online profile and keywords anytime, 24 hours a day! If you don't have Internet access, please use the enclosed "Certification Information Change" form to update your profile and keywords.

User ID: 16078

Temporary Password: YBPphl99

If you have any questions, please contact the Office of Small Business and DVBE Certification (OSDC) at osdchelp@dgs.ca.gov or (916) 375-4940.



MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Certified Small Business Enterprise

8/18/2004

Mr. David Jeong
GRACE BUILDING MAINTENANCE COMPANY
3580 Wilshire Blvd. Suite 1420
Los Angeles, CA 90010

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with The Metropolitan Water District of Southern California (Metropolitan). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by Metropolitan and its reciprocating agencies LAUSD, city of San Diego and San Diego County Water Authority. Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

**NAICS code(s) for which SBE status is recognized: 561790 561730 561720
722310**

SBE Certificate Effective Date: 7/23/2004

SBE Certificate Expiration Date: 7/23/2007

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on Metropolitan contracts or reciprocating agency contracts.

Metropolitan reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information. Metropolitan reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, Metropolitan may, in its sole discretion, disqualify this firm from participation in any Metropolitan contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must submit a new Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to notify Metropolitan's Business Outreach Office immediately at (213) 217-7444.

Bobbi A. Becker
Business Outreach Program Manager
000



U.S. SMALL BUSINESS ADMINISTRATION

WASHINGTON, DC 20416

DEC 13 2002

David Jeong, President
Grace Building Maintenance Company, Inc.
3580 Wilshire Blvd., Suite 1615
Los Angeles, CA 90010

Dear Mr. Jeong:

Welcome to the HUBZone Empowerment Contracting Program. I am pleased to advise you that your application for certification as a "qualified HUBZone small business concern (SBC)" has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at <http://www.sba.gov/Hubzone>. This certification is effective the date of this letter.

The HUB Zone Certification will continue provided that your firm remains in compliance with continuing program eligibility requirements and re-certifies, to SBA, that it remains a qualified HUBZone SBC. Within 30 days of your anniversary date, SBA will contact you to initiate the re-certification process. Failure to respond to this request for re-certification will result in SBA proposing the de-certification of your firm (13 CFR 126.100-500). Please be advised, at any time during your firm's participation in the HUBZone Program, SBA may conduct a program examination to validate program eligibility and/or continued program compliance (13 CFR § 126402)

We note that your firm has registered in SBA's PRO-Net system. In order to receive maximum benefit from the HUBZone Empowerment Contracting Program, it is strongly suggested that you update your firm's profile in PRO-Net. PRO-Net is a premier marketing tool for small businesses seeking to do business with the Federal government. It is also a source that Federal agencies will check to determine if your firm has been certified by SBA and eligible to receive contracts under the HUBZone program. If you need assistance in updating your PRO-Net profile, please email us at PRONET@SBA.GOV

Although your firm was approved under North American Industry Classification System (NAICS) Code 561720, this does not prevent your firm from being awarded contracts under other NAICS Codes, as long as the firm is qualified to perform. In this regard, please note that you are responsible for researching and identifying potential contracts that may be available through the HUBZone Empowerment Contracting Program. However, the SBA can assist you in this effort through our Government Contracting web-site at www.sba.gov/GC. This site provides a wide array of valuable Federal contract marketing material, including identification of specific contracting opportunities and points of contact at SBA and Federal acquisition agencies. I encourage you to make full use of the very valuable information on this web-site. Also, although your status as a certified HUBZone concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be the key to your success in this program.

Good luck in your business endeavors!

Sincerely,

Michael McHale
Associate Administrator
HUBZone Empowerment Contracting Program



PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 * PO Box 989052

West Sacramento, California 95798-9052 * (800) 559-5529

SB APP 20060616

June 16, 2006

REF# 0016078
GRACE BUILDING MAINTENANCE CO INC
3580 WILSHIRE BLVD STE 1420
LOS ANGELES CA 90010

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry

SERVICE

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

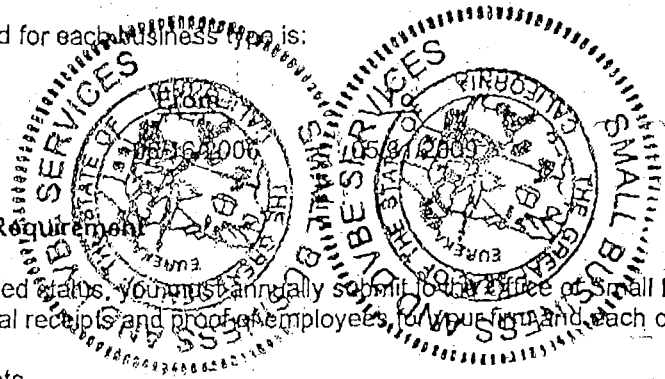
Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile



A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDC of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDC receptionist), by e-mail bobbie.harris@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,



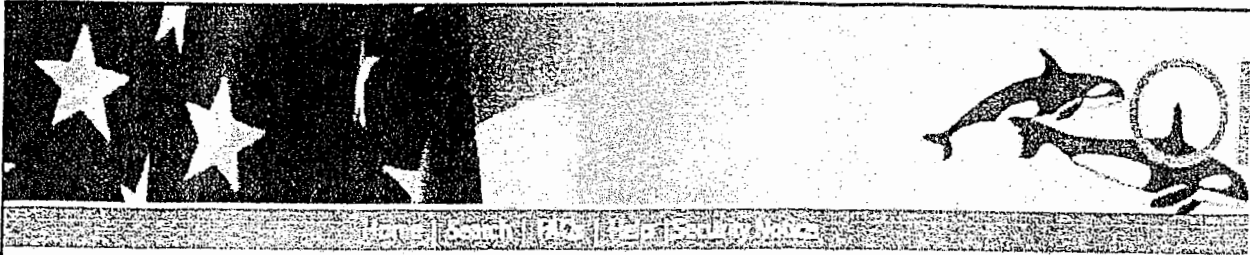
Bobbie Harris
Certification Officer
Office of Small Business and DVBE Certification

Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

*Construction firms are classified by their California contractor's license classification(s).

<u>Industry</u>	<u>4-Digit SIC Code*</u>	<u>SIC Code Description</u>
CONSTRUCTION	B.	General Building Contractor
	C-10	Electrical (general)
	C-20	Warm air heat, ventilating, Air Conditioning
	C-27	Landscaping
	C-33	Painting and Decorating
	C-36	Plumbing
SERVICE	C-38	Refrigeration
	7217	Carpet & upholstery cleaning
	7349	Bldg. Cleaning & maintenance services, n.e.c.



You have successfully submitted your Online Representations & Certificati

Click to download a pdf copy of your record

[Download PDF](#)

Note: Download may take a minute, please click only once to avoid an error

The ORCA website is designed to be used with Internet Explorer 6.0 or Netscape

NOTE: Session will terminate after 20 minutes of inactivity.

[Click Here](#) for feedback or comments form.

You have successfully finished your CCR Registration!!!

All of your CCR data has been saved, and is now being processed. If you want to fill out the optional information, or continue to make changes to your CCR profile, please use the [Registration Menu] located on the left of your screen.

Note: Your firm's profile information indicates that it has qualified for one or more SBA Small Business Types. Select the [View your SBA Small Business Types] button for more details. Please select the [Register or Update your SBA Profile] button to complete SBA's supplemental page. If you are applying for certification as a HUBZone, Small Disadvantaged Business, or the 8(a) Business Development Program, you must complete the SBA Supplemental page.

SBA View your SBA
Small Business
Types

SBA Register or
Update your
SBA Profile

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

For Official Use Only



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **854545**

Entity **CORP**

Business Name **GRACE BUILDING MAINTENANCE CO
INC**

Classification(s) **C10 C20 C36 C38 B C27 C33**



Expiration Date **02/28/2007**

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GRACE BUILDING MAINTENANCE CO INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

B - GENERAL BUILDING CONTRACTOR
C27 - LANDSCAPING

Witness my hand and seal this day,

April 12, 2006

Issued February 15, 2005

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands

Stephen P. Sands
Registrar of Contractors

854545

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GRACE BUILDING MAINTENANCE CO INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

- C36 - PLUMBING
- C38 - REFRIGERATION

Witness my hand and seal this day,

February 16, 2005

SIGNATURE OF LICENSEE

Issued February 15, 2005

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands

Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

854545

License Number

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GRACE BUILDING MAINTENANCE CO INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

B - GENERAL BUILDING CONTRACTOR
C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C33 - PAINTING AND DECORATING

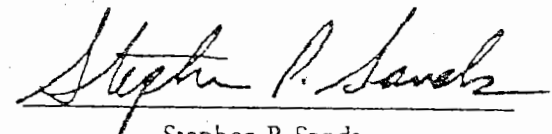
Witness my hand and seal this day,

February 16, 2005

Issued February 15, 2005

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER



Stephen P. Sands
Registrar of Contractors

854545

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Welcome to **California**

License Detail

CALIFORNIA CONTRACTORS STATE LICENSE BOARD

Contractor License # 854545**DISCLAIMER**

A license status check provides information taken from the CSLB license data base. Before relying on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: 02/09/2007

***** Business Information *****

GRACE BUILDING MAINTENANCE CO INC
3580 WILSHIRE BLVD
LOS ANGELES, CA 90010
Business Phone Number: (213) 386-2003

Entity: **Corporation**
Issue Date: 02/15/2005 Expire Date: 02/28/2007

***** License Status *****

This license is current and active. **All information below should be reviewed.**

***** Classifications *****

Class	Description
C10	ELECTRICAL
C20	WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C36	PLUMBING
C38	REFRIGERATION
B	GENERAL BUILDING CONTRACTOR
C27	LANDSCAPING
C33	PAINTING AND DECORATING

***** Bonding Information *****

\$12,500 with the bonding company
SURETY COMPANY OF THE PACIFIC.
 Effective Date: **01/01/2007**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): The Responsible Managing Officer (RMO) SAMUEL SANG GWON certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
 Effective Date: **06/15/2006**

BQI's Bonding History

BOND OF QUALIFYING INDIVIDUAL(2): The Responsible Managing Officer (RMO) JUNG NAM SUR certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
 Effective Date: **10/05/2005**

BQI's Bonding History

***** Workers Compensation Information *****

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
 Effective Date: **12/20/2004** Expire Date: **None**

***** Miscellaneous Information *****

Date	Description
11/19/2005	CLASS C33 REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

License Number Request Contractor Name Request Personnel Name Request
Salesperson Request Salesperson Name Request

California Business Portal

Secretary of State **DEBRA BOWEN**

DISCLAIMER: The information displayed here is current as of FEB 02, 2007 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
GRACE BUILDING MAINTENANCE CO., INC.		
Number: C1784174	Date Filed: 5/20/1996	Status: active
Jurisdiction: California		
Address		
3580 WILSHIRE BLVD STE 1440		
LOS ANGELES, CA 90010		
Agent for Service of Process		
BYEONG UK JEONG		
3580 WILSHIRE BLVD STE 1440		
LOS ANGELES, CA 90010		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

FACILITY SPECIFICATIONS

1. DEPARTMENT OF BEACHES AND HARBOR ADMINISTRATION BUILDING

13837 Fiji Way
Marina del Rey - Two-Story building

7,188 sq. ft.
6,282 sq. ft. carpet
511 sq. ft. ceramic
299 sq. ft. tile 96 sq. ft. terrazzo
7 restrooms
10 Toilets
3 Urinals
7 Sinks
1 Shower
134 light fixtures

2. BURTON W. CHACE COMMUNITY BUILDING (restrooms listed under # 6)

13650 Mindanao
Marina del Rey

3,345 sq. ft.
77 sq. ft. carpet
3,136 sq. ft. tile
132 sq. ft. ceramic
47 light fixtures

3. MARINA INFORMATION CENTER

4701 Admiralty Way
Marina del Rey

1,340 sq. ft.
748 sq. ft. carpet
592 sq. ft. tile
3 restrooms
8 light fixtures
3 Toilets
1 Urinals
3 Sinks

4. DEPARTMENT OF BEACHES AND HARBORS WAREHOUSE

516 N. Broadway
Redondo Beach

1,501 sq. ft.
846 sq. ft. carpet
342 sq. ft. tile
316 sq. ft. concrete
2 restrooms
4 light fixtures
4 Toilets
1 Urinals
2 Sinks
1 Shower

5. TRAILER COMPLEX (5 temporary buildings)

13483 Fiji Way
Marina del Rey

4,800 sq. ft.
4,500 sq. ft. carpet
300 sq. ft. tile
7 restrooms
72 light fixtures
7 Toilets
8 Sinks

6. CHACE PARK - RESTROOM FACILITIES (All Restrooms)

Burton Chace Park & Boathouse
Marina del Rey

11 restrooms
6 showers
24 toilets
8 urinals
24 sinks

7. BOATHOUSE (restrooms listed under # 6)

13650 Mindanao
Marina del Rey, CA 90292

4,847 sq. ft.
4,098 sq. ft. carpet
749 sq. ft. tile
1068 sq. ft. wall tiled area

8. SANTA MONICA YACHT* CLUB/PARCEL 30

13589 Mindanao Way
Marina del Rey

11,093 sq. ft.
sq. ft. carpet (undetermined)
sq. ft. tile (undetermined)
restrooms (undetermined)
light fixtures (undetermined)
Toilets (undetermined)
Urinals (undetermined)
Sinks (undetermined)
Shower (undetermined)

9. DOCKWEILLER YOUTH CENTER*

Dockweiler Beach
Marina del Rey

sq. ft. 6,857
sq. ft. carpet (undetermined)
sq. ft. tile (undetermined)
restrooms (undetermined)
light fixtures (undetermined)
Toilets (undetermined)
Urinals (undetermined)
Sinks (undetermined)
Shower (undetermined)

10. 14110 PALAWAN WAY*

Marina del Rey

540 sq. ft.
180 sq. ft. restroom area
sq ft. tile (undetermined)
restrooms (undetermined)
light fixtures. (undetermined)
Toilets (undetermined)
Urinals (undetermined)
Sinks (undetermined)
Shower (undetermined)

11. Parcel 44 – The Cove*

Marina del Rey

Structure A – The Cove
13535 Mindanao Way
9,276 sq. ft.
3,023 sq. ft. carpet
209 sq. ft. tile
2 Restrooms
4 Toilets
3 Urinals
4 sinks

Structure B – POM Building
13575 Mindanao Way
3,000 sq. ft.
1,649 sq. ft. carpet
67 sq. ft. tile
4 Restrooms
11 Toilets
3 Urinals
8 Sinks
2 Showers

* These projects are pending acquisition, under construction or renovation. The Department anticipates need for janitorial service during this contract term.

* These projects are pending acquisition, under construction or renovation. The Department anticipates need for janitorial service during this contract term.

SCHEDULE OF CUSTODIAL DUTIES

GENERAL REQUIREMENTS

- Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with personal property.
- Contractor's staff shall ensure that persons other than Contractor personnel cannot gain access to rooms, areas, or buildings under the control of its personnel.
- All entrance and exit doors must be locked at all times. Contractor's staff must ensure doors are locked upon exiting a facility. Contractor's staff shall not compromise building or room security by propping doors open and leaving them unattended during trash removal, etc.
- In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.
- Special Events listed in this Exhibit require all tasks identified in the Daily, Weekly, Monthly tasks, where applicable.

DAILY CLEANING TASKS

Offices and Conference Rooms

- Gather all waste material and place in appropriate disposal area.
- Empty waste containers, and line waste containers with plastic bags.
- Dust all furniture, including desks, tables, file cabinets, window sills, and other dust catching surfaces.
- Disinfect/sanitize (using disinfectant wipes or liquid sanitizer) computer keyboards, computer mouse, and telephone receivers.
- Damp wipe and dry all glass tops.
- Remove fingerprints and smudges from desk and table tops, walls, doors, door facings, telephones, etc.
- Sweep and damp mop all non-carpeted floor surfaces.
- Sweep and mop first floor locker room and kayak storage area in the Boathouse facility.
- Vacuum all carpeted areas.
- Arrange furniture properly.
- Clean door glass and frames.
- Spot clean carpets, as needed.

Employee and Indoor Public Restrooms

- Clean restroom fixtures and chrome fittings.
- Clean and refill all restroom dispensers.
- Spot wash restroom walls, showers, partitions, and doors.
- Clean face basins and all surfaces.
- Remove graffiti.

- Clean restroom mirrors, kickplates, push plates, and ashtrays.
- Clean restroom floors with disinfectant detergent.
- Clean and sanitize toilets, toilet seats, and urinals.
- Empty waste containers and replace plastic bags.
- Check waste containers and wash waste containers inside and outside, when necessary.
- Service all sanitary napkin dispensers. Contractor will purchase sanitary napkins and retain all monies collected from dispensers.

Lunchrooms, Kitchens

- Empty trash containers.
- Clean basins and sinks.
- Dust window ledges.
- Sweep floors and/or vacuum carpet.
- Spot clean carpet.
- Machine scrub terrazzo floors.
- Clean wall ducts
- Spot wash walls, as needed.
- Damp mop and buff tile floors.
- Clean table tops.

Park Restrooms (Parcel EE)

On weekdays from October 1 through April 30, the restrooms are to be cleaned three times daily, at 11:00 a.m. 3:00 p.m. and 10:00 p.m. From May 1 through September 30 and on all weekends and holidays, they are to be cleaned four times daily, at 12:00 p.m., 3:00 p.m., 7:00 p.m. and 10:00 p.m. Perform the following tasks:

- Pick up debris and trash, then sweep floor. Sweepings must be picked up and are not to be swept outside the restroom.
- Empty trash and napkin receptacles. Replace with new liners.
- Check and replenish supplies of seat covers and toilet paper.
- Remove spitballs, cobwebs, and other foreign materials from windows, doors, walls, ceiling, partitions, and vents.
- Use a dampened cloth or other device to wipe all ledges, high and low, and tops of partitions.
- Scrub the inside of toilet bowls and urinals to remove deposits and stains, and then flush the toilet bowls and urinals. Be sure to scrub upper lip and wipe it dry.
- Scrub and clean outside of toilets, urinals, sinks and rear wall.
- Disinfect all interior and exterior areas of urinals and toilets, including the top and bottom of toilet seats, and toilet fixtures.
- Disinfect stall partition walls, rear walls, doors, door frames, and handrails.

- Disinfect the floor and walls around urinals, sinks, and floor drains.
- Disinfect sinks, dispensers, receptacles, trash containers, and the walls around such areas.
- Clean mirrors and tiles.
- Wipe toilet seats, outside of toilet bowls, and urinals.
- Spot clean walls, scrub hand prints from walls and partitions and wipe dry.
- Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- Remove mop strands caught around posts and other objects in the floor.
- Replace receptacles and trash containers following their cleaning.
- Immediately notify County of any hazards.
- Inspect and test all sink faucets and flush toilets.
- After cleaning, place deodorizer approved by CA under each toilet and urinal.
- Unplug all clogged drains, toilets and urinals using a plunger or short snake.
- Use only materials that are not caustic or damaging to the fixtures being cleaned.
- Wash the windows and screens.
- Report to the CA all leaking fixtures, inoperable lighting and clogged drains, toilets and urinals that cannot be opened with a plunger or snake.

Miscellaneous

- Sweep and dust stairs, landings, and handrails.
- Wash wastepaper containers and reline with plastic bags as needed in all areas.
- Clean custodial closets and keep orderly.
- Sweep, damp mop, and buff all entrances, lobbies, and hallways.
- Clean drinking fountains.
- Ceramic tile: Never to be waxed; damp mop daily with mild detergent.
- Place mats at entrances and in lobbies during rainy weather.
- Maintain floor maintenance and work records.
- Clean entrance door glass and partition glass.
- All requests for repainting graffiti damage shall be submitted to the County Contract Administrator.

WEEKLY CLEANING TASKS

Offices Lunch Rooms and Conference Rooms

- Dust door jambs and baseboards.
- Clean lower surfaces of chairs, chair rungs, desk sides, and ledges with damp cloth or sponge.
- Dust top of high cabinets and shelves.
- Wipe (with disinfectant cloth or cleaner) individual station's keyboard, mouse, telephone receiver,
- Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
- Wash and dry waste receptacles.
- Dust beneath movable desk files.
- Wash or polish desk tops.
- Clean door knobs, kick plates, and threshold plates.
- Spot wash doors and walls.
- Wipe down (with damp cloth) the interior and exterior of refrigerators (2) located in DBH Administration Building (1) and Chace Park Community Room (1).
- Clear interior of refrigerators (2) located in DBH Administration Building (1) and Chace Park Community Room (1) of any items as indicated in the pre-job walk-through.
- Clean gas oven interior (2) located in DBH Administration Building (1) and Chace Park Community Room (1).
- Clean microwave oven interior (2) located in DBH Administration Building (1) and Chace Park Community Room (1).

Indoor Restrooms and Showers

- Clean face basin and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
- Check for stains in urinals, toilet bowls and basins, and remove. Clean entire toilet inside and out.
- Dust ceiling vents and door louvers.
- Machine scrub floors.
- Hand clean behind toilet bowls and in corners.
- Wash all stall partitions in restrooms.
- Damp mop and buff waxable floors.
- Spot wash doors.

Various Areas

- Clean floor drains.
- Spot clean stairway walls to a height of six feet.

MONTHLY CLEANING TASKS

All Areas

- Dust high ledges and moldings.
- Clean door ledges and sliding glass door tracks.
- Dust venetian blinds.
- Dust or vacuum ceiling and wall vents.
- Vacuum upholstered furniture.
- Wash partitions.
- Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
- All resilient tile floors must be scrubbed or stripped, and floor finish applied.
- Wash marble walls.
- Dust and wash vertical walls.
- Clean all wall and ceiling vents
- Wash restroom stall doors.

OTHER CLEANING TASKS

- All carpets must be shampooed three times per year. Scheduling will be approved by the Contract Administrator.
- Perform special cleaning required by: building occupants; alterations to the building; special conferences or events; cleanup work resulting from toilet floods, water pipe breakage, acts of nature such as earthquakes or similar occurrences.
- Clean and shampoo entrance mats as needed.

WINDOW WASHING DUTIES

All windows must be cleaned three times per contract year. Windows shall be washed between 7:00 a.m. and 4:00 p.m., on a Friday. Dates to be determined at the pre-job meeting upon contract approval.

Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.

Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards.

Rope off areas and post signs as a guard when working overhead, to protect the public from walking into the work area.

Personnel must use protective gear when using acid or other corrosive substances.

Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

Maintain employee time and work records.

Contractor shall move books, papers, flower pots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets, or any other items away from windows. All office furniture which cannot be moved must be covered with a plastic cover. Window washers may not stand on top of furniture. Upon completion of washing windows, return all items that were moved to their original locations.

Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.

Leave windows and the adjacent surrounding areas in a clean condition. Remove streaks and water marks from all windows, walls, and ledges.

Remove excess water from floors.

On completion, remove all water, cleaning agents and cleaning equipment and lock all windows.

Before leaving, report to the Contract Administrator all broken windows, mirrors, door glass, etc. and broken or malfunctioning window opening, closing and latching mechanisms.

LIGHT FIXTURE CLEANING DUTIES

Light fixtures and covers are to be cleaned as requested by the Contract Administrator. Hours of light fixture cleaning shall be from 5:00 p.m. to 4:00 a.m., Monday through Friday, except legal holidays.

- Clean all light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
- Wash, clean, and dry all types of glass, plastics, and metal light fixtures remaining in the ceiling.
- Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
- Notify the Contract Administrator of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
- Dust and clean ceiling pipes and vents.
- Clean work area after completion of duties.
- Maintain employee time and work records.

SCHEDULE OF SPECIAL EVENTS

The following dates are the list of Special Events scheduled to take place in 2007. The schedule for the subsequent contract years will be given to the Contractor as soon as it becomes available. Special Events may require additional work requests including but not limited to window and carpet cleaning.

Marina del Rey In-Water Boat Show: May 17 - May 20, 2007

The Old Fashioned Day antique boats/cars event: July 29, 2007

4th of July (Wednesday)

Marina del Rey Summer Concert Series:

- ❖ July 12, 2007
- ❖ July 21, 2007
- ❖ July 26, 2007
- ❖ August 4, 2007
- ❖ August 9, 2007
- ❖ August 18, 2007
- ❖ August 23, 2007
- ❖ September 1, 2007

Discover Marina del Rey Day: October 7, 2007

Marina del Rey Holiday Boat Parade: December 8, 2007

TRAINING REQUIREMENTS

Contractor shall provide training programs for all new employees and ongoing continuing in-service training for all employees, including, but not limited to, visual aids dealing with the diverse cleaning needs of a facility. The training shall cover the following subjects:

1. Report fires and hazardous conditions immediately. Report items in need of repair within 24 hours.
2. Turn in lost and found articles to the CA.
3. Daily Cleaning Items
 - Offices and sweeping
 - Restroom Maintenance
 - Lobbies and entrance ways
 - Corridor Maintenance
 - Stairwells
 - Coffee Rooms
 - Gear Rooms
 - Drinking Fountains
 - Sand Jars
 - Carpets
 - Door Glass
 - Walls
 - Exterior Grounds
4. Calendar Scheduled Cleaning
 - Restrooms
 - Clean and wax floors
 - High frequency (high & low dusting)
 - Ceiling vents
 - Partition glass
 - Stairwells
 - Windows

BUILDING INSPECTION FORM

CA SIGNATURE: _____ **DATE OF INSPECTION:** _____

DAILY TASKS	A	U	COMMENTS
OFFICES AND CONFERENCE ROOMS			
Waste containers emptied and lined with plastic bags.			
All furniture, desks, tables, file cabinets, window sills, and surfaces dusted.			
All computer keyboards, computer mouse, and telephone receivers are disinfected/sanitized (using disinfectant wipes or liquid sanitizer)			
All glass tops damp wiped and dried.			
First floor locker room and kayak storage area in the Boathouse facility swept and mopped			
All non-carpeted floor areas swept and/or damp mopped			
All carpeted areas vacuumed			
Furniture has been properly arranged			
Glass tops damp wiped and dried.			
Door glass and frames cleaned.			
No observable fingerprints and smudges on desks, tabletops, wall doors, door facings and telephones.			
Carpets spot cleaned as needed			
OVERALL PERFORMANCE LEVEL			
PUBLIC AND EMPLOYEE RESTROOMS			
Chrome Fixtures/fittings cleaned			
Dispensers cleaned and refilled			
Walls & partitions spot washed			
face basins and all surfaces cleaned.			
Sinks sanitized			
Graffiti removed			
Push plates, kick plates and mirrors cleaned			
Floors wet mopped			
Toilets, toilet seats, and urinals cleaned and sanitized			
Waste containers emptied and plastic bags inserted			
Sanitary napkin dispenser fully supplied			

A = ACCEPTABLE

U = UNACCEPTABLE

OVERALL PERFORMANCE LEVEL			
LUNCHROOM AND SNACK BARS			
Basins and sinks clean			
Window ledges dusted			
Floors swept, carpet vacuumed			
Carpet spot cleaned			
Terrazzo floors machine scrubbed			
Ducts cleaned			
LUNCHROOM AND SNACK BARS cont.			
Walls spot washed			
Tile floors damp mopped and buffed			
Table tops cleaned			
OVERALL PERFORMANCE LEVEL			
VARIOUS AREAS			
Landings and stairs swept, handrails dusted			
Custodial closets clean & orderly			
Entrances, lobbies and hallways swept, damp mopped and buffed			
Drinking fountains cleaned			
Spanish tile damp mopped			
Mats placed at entrances and in lobbies during rainy weather			
Glass door entrance and partition glass cleaned			
OVERALL PERFORMANCE LEVEL			
GRAFFITI ERADICATION			
Exterior and interior surfaces of restrooms washed			
All exterior and interior building surfaces washed			
Hallway surfaces washed			
Telephone booth surfaces washed			
Stairwell surfaces washed			
Wash all building signs			
Rubbish container surfaces washed			
OVERALL PERFORMANCE LEVEL			

A = ACCEPTABLE

U = UNACCEPTABLE

MISCELLANEOUS TASKS			
Light fixtures			
Windows exterior & interior			
Floor stripping & waxing			
Carpet Shampoo			
Vents (monthly)			
Floor maintenance records			
OVERALL PERFORMANCE LEVEL			

OTHER DUTIES			
1. STAFF WEARS UNIFORM AND I.D. BADGE			
2. SUPERVISOR SPEAKS AND UNDERSTANDS ENGLISH			
3. TRAINING PROGRAM FOR EMPLOYEES			
4. EFFECTIVE SUPERVISION OF STAFF			
5. FOLLOW-UP ON COMPLAINTS/REQUESTS			

A = ACCEPTABLE

U = UNACCEPTABLE

BUILDING INSPECTION FORM

CA SIGNATURE: _____ **DATE OF INSPECTION:** _____

DAILY TASKS	A	U	COMMENTS
OFFICES AND CONFERENCE ROOMS			
Waste containers emptied and lined with plastic bags.			
All furniture, desks, tables, file cabinets, window sills, and surfaces dusted.			
All computer keyboards, computer mouse, and telephone receivers are disinfected/sanitized (using disinfectant wipes or liquid sanitizer)			
All glass tops damp wiped and dried.			
First floor locker room and kayak storage area in the Boathouse facility swept and mopped			
All non-carpeted floor areas swept and/or damp mopped			
All carpeted areas vacuumed			
Furniture has been properly arranged			
Glass tops damp wiped and dried.			
Door glass and frames cleaned.			
No observable fingerprints and smudges on desks, tabletops, wall doors, door facings and telephones.			
Carpets spot cleaned as needed			
OVERALL PERFORMANCE LEVEL			
PUBLIC AND EMPLOYEE RESTROOMS			
Chrome Fixtures/fittings cleaned			
Dispensers cleaned and refilled			
Walls & partitions spot washed			
face basins and all surfaces cleaned.			
Sinks sanitized			
Graffiti removed			
Push plates, kick plates and mirrors cleaned			
Floors wet mopped			
Toilets, toilet seats, and urinals cleaned and sanitized			
Waste containers emptied and plastic bags inserted			
Sanitary napkin dispenser fully supplied			

A = ACCEPTABLE

U = UNACCEPTABLE

OVERALL PERFORMANCE LEVEL			
LUNCHROOM AND SNACK BARS			
Basins and sinks clean			
Window ledges dusted			
Floors swept, carpet vacuumed			
Carpet spot cleaned			
Terrazzo floors machine scrubbed			
Ducts cleaned			
LUNCHROOM AND SNACK BARS cont.			
Walls spot washed			
Tile floors damp mopped and buffed			
Table tops cleaned			
OVERALL PERFORMANCE LEVEL			
VARIOUS AREAS			
Landings and stairs swept, handrails dusted			
Custodial closets clean & orderly			
Entrances, lobbies and hallways swept, damp mopped and buffed			
Drinking fountains cleaned			
Spanish tile damp mopped			
Mats placed at entrances and in lobbies during rainy weather			
Glass door entrance and partition glass cleaned			
OVERALL PERFORMANCE LEVEL			
GRAFFITI ERADICATION			
Exterior and interior surfaces of restrooms washed			
All exterior and interior building surfaces washed			
Hallway surfaces washed			
Telephone booth surfaces washed			
Stairwell surfaces washed			
Wash all building signs			
Rubbish container surfaces washed			
OVERALL PERFORMANCE LEVEL			

A = ACCEPTABLE

U = UNACCEPTABLE

MISCELLANEOUS TASKS			
Light fixtures			
Windows exterior & interior			
Floor stripping & waxing			
Carpet Shampoo			
Vents (monthly)			
Floor maintenance records			
OVERALL PERFORMANCE LEVEL			

OTHER DUTIES			
1. STAFF WEARS UNIFORM AND I.D. BADGE			
2. SUPERVISOR SPEAKS AND UNDERSTANDS ENGLISH			
3. TRAINING PROGRAM FOR EMPLOYEES			
4. EFFECTIVE SUPERVISION OF STAFF			
5. FOLLOW-UP ON COMPLAINTS/REQUESTS			

A = ACCEPTABLE

U = UNACCEPTABLE

PERFORMANCE REQUIREMENTS SUMMARY

Key to Performance Requirements Summary:

Column 1: Contract section reference;

Column 2: Contract service for which performance standard is provided;

Column 3: Description of the performance required to satisfy the Contract;

Column 4: How the Contractor's performance may be monitored by the CA;

Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and

Column 6: The amount of liquidated damages that may be assessed per Deficiency Report.

1 CONTRACT SECTION	2 SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES PER DR
1.4.7	MONTHLY INVOICE	SUBMIT TWO COPIES OF INVOICE BY 15TH OF MONTH	REVIEW OF INVOICES	FAILURE TO SUBMIT BY 15TH OF MONTH	\$100
2.1.3	OFFICE	CONTRACTOR MAINTAINS OFFICE IN COUNTY	OBSERVATION	ANY FAILURE TO MAINTAIN OFFICE OR TELEPHONE SERVICE	\$100
2.1.4	Communica- tions	Calls of County agents, employees and contractors are returned promptly	Observation	Failure to return a call within one hour	\$50
2.1.6	LIMITED VEHICLE ACCESS	VEHICLES ARE NOT DRIVEN ON BIKE PATH EXCEPT AS AUTHORIZED	OBSERVATION	VEHICLE DRIVEN ON BEACH SAND OR ON UNAUTHORIZED BIKE PATH OR AT UNAUTHORIZED TIME	\$100
2.3.1.3	CONTRACTOR □S EMPLOYEES	DO NOT BRING VISITORS, WEAPONS, CONTRABAND, ALCOHOL, DRUGS INTO FACILITY; ARE NOT UNDER THE INFLUENCE	OBSERVATION, REPORTS, COMPLAINTS, INSPECTIONS	EMPLOYEES BRING VISITORS OR IMPROPER MATERIALS INTO FACILITY OR REPORT TO WORK WHILE UNDER INFLUENCE	\$100
2.3.1.6	LIST OF EMPLOYEES	PROVIDES AND UPDATES CURRENT LIST OF EMPLOYEES	REVIEW OF LIST	ANY USE OF UNLISTED EMPLOYEES	\$50
2.3.1.7	AUTHORIZED ACCESS ONLY	CONTRACTOR □S EMPLOYEES USE ACCESS SPECIFIED BY CA.	OBSERVATION, REPORTS	ANY USE OF UNAUTHORIZED ENTRY OR EXIT BY CONTRACTOR □S STAFF	\$50
2.3.2	PROVIDES REPRESENTA-	CONTRACTOR'S REPRESENTATIVE OR SUBSTITUTE AVAILABLE DURING COUNTY WORK HOURS (7:00 AM - 6:00	OBSERVATION, REPORTS AND	FAILURE TO ASSIGN OR MAKE	\$100

1 CONTRACT SECTION	2 SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES PER DR
	TIVE	PM MON.-FRI.).	COMPLAINTS	AVAILABLE CR OR SUPERVISOR	
2.3.2	MEETING WITH CA	CONTRACTOR REPRESENTATIVE MEETS WITH CA AS DIRECTED	OBSERVATION	CR UNAVAILABLE TWICE IN TWO- WEEK PERIOD OR MISSES MORE THAN ONE PERFORMANCE EVALUATION MEETING PER CONTRACT YEAR	\$100
2.3.3	PROVIDES SUPERVISOR	CONTRACTOR PROVIDES SUPERVISOR	OBSERVATION	SUPERVISOR NOT PRESENT DURING WORK SHIFT	\$100
2.3.5	CA APPROVES KEY STAFF CHANGES	CONTRACTOR OBTAINS CA APPROVAL BEFORE CHANGING CR OR SUPERVISOR	OBSERVATION	REPLACES CR OR SUPERVISOR WITHOUT PRIOR APPROVAL	\$100
2.4.1	SCHEDULED SERVICES	CONTRACTOR ADEQUATELY PERFORMS TASKS LISTED IN EXHIBIT 2.	OBSERVATION	ANY FAILURE TO ADEQUATELY PERFORM A REQUIRED TASK	\$50
2.4.1	SCHEDULED SERVICES	CONTRACTOR PERFORMS CLEANING TASKS AT TIMES SPECIFIED IN EXHIBIT 2.	OBSERVATION	MISSING ANY SCHEDULED CLEANING- -PER FACILITY	\$100
2.4.4	PERFORM ADDITIONAL WORK	CONTRACTOR PERFORMS ADDITIONAL CLEANING JOBS UPON 24 HOURS NOTICE	OBSERVATION	ANY FAILURE TO PERFORM ADDITIONAL CLEANING ON 24 HOURS □ NOTICE	\$100
2.4.6	EMPLOYEE TRAINING	PROVIDES BASIC EMPLOYEE TRAINING IN ACCORDANCE WITH TRAINING REQUIREMENTS (EXHIBIT 3)	OBSERVATION, REVIEW OF RECORDS	ANY USE OF UNTRAINED EMPLOYEES OR FAILURE TO PROVIDE TRAINING ON REQUIRED ITEMS	\$50
2.5.1	DAILY MAINTEN-ANCE LOG	MAINTAIN DAILY RECORD OF SHIFT HOURS, FACILITIES CLEANED BY EACH EMPLOYEE, INJURY AND DAMAGE REPORTS, EMERGENCY REPAIR REPORTS, PERFORMANCE VIOLATIONS AND CORRECTIVE ACTIONS, EMPLOYEE SIGN- IN AND -OUT, DOOR AND WINDOW CONDITION, SUBCONTRACTORS PRESENT	REVIEW OF RECORDS	ANY FAILURE TO MAINTAIN COMPLETE AND ACCURATE LOG	\$50
2.5.4	COMPLAINT LOG	MAINTAIN RECORD OF COMPLAINTS AND ACTIONS TAKEN, SUBMIT WRITTEN COMPLAINTS TO CA WITHIN 5 WORKING DAYS.	REVIEW OF RECORDS	ANY FAILURE TO RECORD COMPLAINTS, SUBMIT TO CA OR TO MAKE LOG AVAILABLE TO CA	\$100
2.5.5	INJURY AND	CONTRACTOR MAKES WRITTEN REPORT OF INCIDENT OF	REVIEW OF	ANY FAILURE TO REPORT WITHIN 24	\$100

1 CONTRACT SECTION	2 SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES PER DR
	LOSS REPORTS	INJURY, PROPERTY DAMAGE, THEFT AND VANDALISM TO CA WITHIN 24 HOURS OF DISCOVERY	RECORDS; OBSERVATION	HOURS	
2.5.6	REPORT EMERGENCY REPAIRS	CONTRACTOR REPORTS CONDITIONS REQUIRING EMERGENCY REPAIR IMMEDIATELY	OBSERVATION	ANY FAILURE TO REPORT EMERGENCY CONDITION OR UNDUE DELAY	\$100
2.6.2.1	REPORT LOST KEYS AND GATE CARDS	CONTRACTOR REPORTS LOST KEYS AND GATE CARDS WITHIN 24 HOURS OF DISCOVERY OF LOSS	OBSERVATION	ANY FAILURE TO REPORT WITHIN 24 HOURS OF DISCOVERY OF LOSS	\$100
2.6.2.2	DO NOT DUPLICATE KEYS OR GATE CARDS	CONTRACTOR SHALL NOT DUPLICATE KEYS OR GATE CARDS WITHOUT CA'S PRIOR WRITTEN CONSENT	OBSERVATION	ANY DUPLICATED KEY OR GATE CARD	\$100
2.6.2.3	SUPERVISE SUBCONTRACTORS	DO NOT PROVIDE KEYS TO SUBCONTRACTORS; DO NOT GIVE SUBCONTRACTORS UNSUPERVISED ACCESS	OBSERVATION, REPORTS	ALLOWING SUBCONTRACTOR TO HAVE KEY OR WORK UNSUPERVISED	\$100
2.7.1	CONTRACTOR TO FURNISH CLEANING SUPPLIES AND EQUIPMENT	CONTRACTOR TO FURNISH CLEANING SUPPLIES AND EQUIPMENT	OBSERVATION	ANY INADEQUATE CLEANING RESULTING FROM LACK OF SUPPLIES OR EQUIPMENT	\$50
2.7.2	CHEMICALS SUBJECT TO CA APPROVAL	CONTRACTOR TO OBTAIN CA APPROVAL OF CHEMICALS AND DISINFECTANTS	OBSERVATION	ANY USE OF UNAPPROVED CHEMICALS OR DISINFECTANTS	\$100
2.7.3	UNIFORMS	CONTRACTOR'S EMPLOYEES WEAR APPROVED UNIFORMS WHILE ON DUTY	OBSERVATION	ANY FAILURE TO BE IN UNIFORM WHILE ON DUTY	\$100
2.7.4	PHOTO I.D. CARDS	CONTRACTOR'S EMPLOYEES WEAR PHOTO I.D. WHILE ON DUTY	OBSERVATION	ANY FAILURE TO WEAR I.D.	\$100
2.7.5	VEHICLES	CONTRACTOR FURNISHES VEHICLES REGISTERED WITH DMV; DISPLAYS COMPANY NAME OR LOGO AND TELEPHONE NUMBER; IDENTIFYING SIGNS TO BE APPROVED BY CA	OBSERVATION	CONTRACTOR USES UNREGISTERED VEHICLES OR EMPLOYEE VEHICLES OR VEHICLES WITHOUT APPROVED SIGNAGE	\$100

1 CONTRACT SECTION	2 SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES PER DR
2.8.3	QUALITY CONTROL PLAN	CONTRACTOR FOLLOWS PROVISIONS OF CONTRACTOR'S QUALITY CONTROL PLAN	COMPLAINTS; OBSERVATION; REVIEW OF RECORDS	ANY DEPARTURE FROM QUALITY CONTROL PLAN REQUIREMENTS	\$100
3.9	INSURANCE	CONTRACTOR MAINTAINS ALL REQUIRED INSURANCE COVERAGES WITH REQUIRED LIABILITY LIMITS NAMING COUNTY AS ADDITIONAL INSURED AND ALLOWS NO LAPSE IN COVERAGE. INSURANCE IS NEVER ALLOWED TO LAPSE. PROOF OF INSURANCE COMPLIES WITH CONTRACT REQUIREMENTS IN ALL RESPECTS, INCLUDING BUT NOT LIMITED TO STATE AUTHORIZATION OF INSURER, PRESENCE OF EACH REQUIRED COVERAGE, AND POLICY LIMITS.	REVIEW OF INSURANCE CERTIFICATE OR POLICY	ANY FAILURE TO CARRY COVERAGE IN REQUIRED AMOUNTS NAMING COUNTY AS ADDITIONAL INSURED; PER DAY UNTIL INSURANCE IS OBTAINED	\$100
3.29	EMPLOYEE HEALTH CARE PLAN	MAINTAIN REQUIRED PLAN	REVIEW OF RECORDS	ANY LAPSE IN PLAN; PER DAY UNTIL PLAN IS RESTORED	\$100

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.</p>	

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE.

The importance of small business to the County

*in fueling local economic growth
providing new jobs
creating new local tax revenues
offering new entrepreneurial opportunity to those historically under-represented in business*

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

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

WE THEREFORE SHALL:

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

CONTRACT DISCREPANCY REPORT

Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Contractor: _____

Employee Name: _____

Date of Unacceptable Performance: _____

Time of Discrepancy: _____

Description of Unacceptable Performance: _____

Signed: _____
County Contract Administrator/Monitor

Date: _____

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance: _____

*

Signed: _____
Contractor's Representative

Date: _____