County Library
Of Los Angeles Public

County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400

"Enriching Lives"

Margaret Donnellan Todd
County Librarian

February 2, 2010

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

Dear Supervisors:

**AWARD OF A CUSTODIAL SERVICES CONTRACT
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY CUSTODIAL AREA 3
(SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors approve the proposed contract with Diamond Contract Services, Inc., to provide custodial services at twelve libraries located in the Public Library's Custodial Area 3, which includes the cities of Carson, Compton, Gardena, Hermosa Beach, Lawndale, Lomita, Manhattan Beach, and surrounding unincorporated areas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that custodial services for the Public Library's Custodial Area 3 can be performed more economically by an independent contractor than by County employees.

2. Approve and instruct the Chair of the Board of Supervisors to sign the proposed contract with Diamond Contract Services, Inc., to provide custodial services in the Public Library's Custodial Area 3 for a period of three years, with two one-year renewal options, and month-to-month extensions not to exceed a total of six months, at an annual contract amount not to exceed $328,000. This annual contract amount will allow the payment of the annual contractor's fee of $317,853.72, and the cost of unanticipated work within the scope of the contract.

The contract will become effective upon your Board's approval or March 1, 2010, whichever is later.

3. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the contract.

4. Authorize and delegate authority to the County Librarian or her designee to approve unanticipated work within the scope of the contract.

5. Authorize and delegate authority to the County Librarian or her designee to approve and execute amendments to exercise the renewal options and month-to-month extensions not to exceed six months under the terms of the contract, and to increase the annual contract amount due to unanticipated work, not to exceed ten percent of the annual contract amount.

6. Authorize and delegate authority to the County Librarian or her designee to approve and execute amendments to increase or decrease the number of facilities or days of service at any of the County libraries over the term of the contract, and to increase the annual contract amount, limited to the additional amount required to implement such changes, not to exceed twenty percent of the annual contract amount.

7. Authorize and delegate authority to the County Librarian or her designee to approve and execute amendments to implement additions and/or change of certain terms as required by the Board of Supervisors or Chief Executive Officer during the term of the contract, and to increase the annual contract amount, limited to the additional amount required to implement such changes, if any.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Custodial services are essential to the Public Library's operation. Approval of the recommended actions will allow the Public Library to continue to provide custodial services at twelve libraries located in the Public Library's Custodial Area 3 (South and West County Regions), as detailed in Attachment A. The current contract with Maxim Building Care, Inc. will expire on February 28, 2010.

The award of a contract for custodial services to Diamond Contract Services, Inc. is part of a continuing effort by the Public Library to provide the best possible service to the public at the lowest responsible cost. The recommended actions are submitted based

upon a finding that the provision of custodial services for the affected County facilities can be performed more economically by an independent contractor. The contract with Diamond Contract Services, Inc. will become effective upon your Board's approval or March 1, 2010, whichever is later.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (1) and Community and Municipal Services (3).

FISCAL IMPACT/FINANCING

The annual contract amount of $328,000 will allow the payment of the annual contractor's fee of $317,853.72, and the cost of unanticipated work within the scope of the contract. Funding for this contract is included in the Public Library's Fiscal Year 2009-10 Operating Budget. Actual usage of this contract for unanticipated work will be limited to the existing funds included in the Public Library's Operating Budget.

The recommended contractor's annual cost of $317,853.72 represents a cost savings of $54,924 (15%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The cost analysis in Attachment B is calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed contract does not include any cost-of-living increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified but did not require a meeting with the Public Library regarding the proposed contract. Advanced copies of the Request for Proposal, the proposed contract and the Board Letter have been provided to SEIU Local 721.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of custodial services in the Public Library's Custodial Area 3. All requirements of County Code Section 2.12.380 have been met and there is no conflict of interest.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and the contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage.

The contract contains a provision which requires the contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended contractor also agrees to comply with the Jury Duty Ordinance, the Safely Surrendered Baby Law, the County's Child Support Compliance Program, and the recently adopted County's Defaulted Property Tax Reduction Program.

On final analysis and consideration of the awards, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

County Counsel has reviewed and approved the proposed contract as to form.

CONTRACTING PROCESS

On April 27, 2009, proposals were solicited, through the Internal Services Department's purchasing website, from the vendors listed on Attachment C. Proposals were also solicited from vendors listed in the County's Office of Affirmation Action Compliance Community Business Enterprise (CBE) Database.

Advertisements were placed in the *Los Angeles Times*, *The Sentinel*, and a chain of bilingual community ethnic newspapers published by *The Eastern Group.*

The mandatory proposer's conference was held on May 13, 2009. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions.

The Public Library received a total of five proposals on May 27, 2009. Two proposals were disqualified for being non-responsive, and three proposals were evaluated in August 2009. The CBE information for the three proposers is summarized in Attachment D.

The proposals were evaluated utilizing an informed averaging scoring method. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. All related evaluation materials and scoring documents were retained. The Public Library also reviewed available resources to assess the recommended contractors past performance, and history of labor law violations.

The Department determined, through the solicitation process, that custodial services can be performed more economically by an independent contractor, and recommends awarding a contract to Diamond Contract Services, Inc. While the recommended contractor received a ten-point deduction due to a labor/wage violation finding by the State Labor Commissioner's Office, it was ranked the highest overall, and was determined to have the most responsive and responsible proposal. The non-recommended proposers did not request a debriefing.

Diamond Contract Services, Inc. will pay its full-time employees providing County services a living wage of not less than $11.84 per hour if contractor contributes less than $2.20 per hour towards health care benefits or not less than $9.64 per hour if contractor contributes at least $2.20 per hour towards health care benefits. The Proposition A Contract – Employee Wages & Benefits form summarizing and comparing the contractor's wages and benefits to those of the County is attached (Attachment E).

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES

Approval of the proposed contract will assure the continuation of custodial services for County Public Library facilities without interruption.

CONCLUSION

Please return an adopted copy of the Board Letter and contract to the Public Library and Office of the County Counsel. In addition, please return to the Public Library two fully conformed copies of the contract with original signatures.

Respectfully submitted,

MARGARET DONNELLAN TODD
County Librarian

MDT:TM:MR:dl

Attachments (6)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Custodial Services – Area 3

First District
None

Second District
A C Bilbrew Library
Carson Library
Compton Library
East Rancho Dominguez Library
Gardena Mayme Dear Library
Lawndale Library
Martin Luther King, Jr. Library
Masao W. Satow Library
Willowbrook Library

Third District
None

Fourth District
Hermosa Beach Library
Lomita Library
Manhattan Beach Library

Fifth District
None

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Custodial Services - Area 3

County Cost
Direct

Salaries

Position	Monthly Salary (2)	No. of Positions (2)	Top Step Variance	No. of Months		Total
Custodian Supervisor	$3,110.09	0.59	0.924659	12	20,355	
Custodians	$2,541.82	7.23	0.924659	12	203,905	
Floor Care Specialist	$2,815.00	0.40	0.924659	12	12,560	
		8.22				
Sub-Total Salaries					236,819	
Employee Benefits	42.80%				101,359	
						$ 338,178

Services & Supplies

	Monthly Cost	No. of Months		Total
Supplies & Materials (7) (cleaning Supplies & paper goods)	642.29	12	7,707	
Uniform (3)	71.12	12	853	
Mileage (4)			13,908	
Total Services & Supplies				$ 22,469

Description	Monthly Cost	No. of Months		Total
Equipment - Ongoing (5)	210.49	12	2,526	
Equipment - One-Time Start Up (6)			9,604	
Total Equipment				$ 12,130
Fixed Asset - One-Time				

Indirect

Avoidable Overhead	0
Total Estimated Avoidable Costs	**$ 372,777**

Contracting Costs
Direct

Contract Cost	$ 317,853

Indirect Cost

Contract Monitoring	0
Total Contract Costs	**$ 317,853**

Estimated Savings from Contracting	**$ 54,924**
(Avoidable Costs Less Contract Costs)	**15%**

BIDDERS LIST FOR COMMODITY CATEGORY - "JANITORIAL/CUSTODIAL SERVICES"

Company Name	Phone	LSBE Certified
3 R FILTER, INC. 2163 SOMERSET RD., , BLOOMFIELD HILLS, MI, 48302-0666	(810) 232-2798	
A.Q. MANAGEMENT & CONTROL INC 3921 WILSHIRE BLVD., STE. 600, , LOS ANGELES, CA, 90010-3319	(818) 780-0344 Ext:107	
ACCENT SERVICE COMPANY, INC. PO BOX 9495, , NEWPORT BEACH, CA, 92658-9495	(714) 231-9645	
ACT-1 BUILDING SERVICES, INC. 13455 VENTURA BLVD., STE. 234, , SHERMAN OAKS, CA, 91423-3872	(818) 784-2575 Ext:24	
ADVANCED BUILDING MAINTENANCE 10830 WHITTIER BLVD., , WHITTIER, CA, 90606-1402	(562) 695-0711	
ADVANTAGE CLEANING SOLUTIONS 4101 PARAMOUNT BLVD., SPC. 32, , PICO RIVERA, CA, 90660-6029	(714) 936-9397	
AJ & LS INC DBA JANI KING 416 E KILDARE ST, , LANCASTER, CA, 93535	(310) 916-1804	
ALL CARE INDUSTRIES, INC 16747 1/2 S. PARKSIDE AVE., , CERRITOS, CA, 90703	(562) 623-4009	
ALL SERVICES CLEANING 41024 16TH ST. W., , PALMDALE, CA, 93551-2145	(661) 273-6692	
ALLDRY CARPET CARESPECIAL TOUCH CLEANING SERVICE SPECIAL TOUCH CLEANING SERVICE, P.O. BOX 8144, NORTHRIDGE, CA, 91327	(818) 894-8433	
ALLIANCE DISTRIBUTING 2670 SOUTH MYRTLE AVENUE, SUITE 105, MONROVIA, CA, 91016	(626) 445-5520	Y
ALPHA PRINTING & GRAPHICS, INC 15763 ORNELAS STREET, , IRWINDALE, CA, 91706	(626) 851-9800 Ext:102	
AMERICAN BUILDING JANITORIAL 5199 E. PACIFIC COAST HWY., STE. 206, , LONG BEACH, CA, 90804-3386	(562) 986-4474 Ext:305	
AMERICAN BUILDINGS AND WINDOWS"ABW" 1223 WILSHIRE BLVD #235, , SANTA MONICA, CA, 90403	(866) 734-0193	
AMERICLEAN CALIFORNIA 7021 ROSECRANS AVE, , PARAMOUNT, CA, 90723	(562) 254-1783	
ASAP CLEANSOURCE MARKETING II 7801 ALABAMA AVE. #10, , CANOGA PARK, CA, 91304	(818) 428-7553	
ASCOT ENVIRONMENTAL MAINT. SVC 4235 EDGEHILL DR., , LOS ANGELES, CA, 90008-4509	(323) 295-9867	
ASIAN REHABILITATION SERVICES 1701 E. WASHINGTON BLVD., , LOS ANGELES, CA, 90021-3124	(213) 743-9242 Ext:251	
AVERY GROUP, INC. 11645 MONTANA, SUITE 316, , LOS ANGELES, CA, 90049	(310) 472-4941	
AZTEC FACILITY MANAGEMENT 11000 S. WILCREST, SUITE 125, , HOUSTON, TX, 77099-0000	(972) 237-9402	
B & B BUILDING MAINTENANCE SER 270 E. DOUGLAS AVE., , EL CAJON, CA, 92020-4514	(619) 401-4077	
BANMAY, INC. 1008 WEST 156TH STREET, , COMPTON, CA, 90220	(310) 886-7810	
BAS ASSOCIATES CONSTRUCTION 9814 BEACHY AVE, , ARLETA, CA, 91331	(818) 714-5294	
BAY MEDICAL CO. INC. 375 OYSTER POINT BLVD. #6, , SOSAN FRANCISCO, CA, 94080	(415) 508-0900	
BELL BUILDING MAINTENANCE CO 5170 SEPULVEDA BLVD., STE. 180, , SHERMAN OAKS, CA, 91403-1192	(619) 992-7299	
BIGOL SERVICES INC. 8707D LINDLEY AVE. # 173, , NORTHRIDGE, CA, 91325-3031	(818) 576-9940	
BLUE SKY SERVICE AGENCY 2225 S BURNSIDE AVE SUITE 3, , LOS ANGELES, CA, 90016	(323) 842-4515	

BRIGHT HOME CLEANING SERVICECOVER ALL CLEANING CONCEPTS COVER ALL CLEANING CONCEPTS, 3999 SOUTH ST ANDREWS PLACE, LOS ANGELES, CA, 90062	(323) 291-9526	
BUSY BEE CLEANING 1 S. LOCUST ST., # 134-A, , INGLEWOOD, CA, 90301-1820	(310) 879-1833	
CALIFORNIA CONSERVATION CORPS 11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 90650-2015	(213) 744-2254	
CAM SERVICES 5664 SELMARAINE DR., , CULVER CITY, CA, 90230-6120	(310) 390-3552 Ext:31	
CARI 1029 J ST., STE. 380, , SACRAMENTO, CA, 95814-2878	(916) 441-5844 Ext:105	
CARNALAS CLEANING SERVICES P.O. BOX 31373, , LOS ANGELES, CA, 90031	(626) 755-8896	
CENTENNIAL ONE OF WASHINGTON, 5360 HOLIDAY TERRACE STE. 16A, , KALAMAZOO, MI, 49009	(269) 978-0688	
CENTURY MAINTENANCE CO. 3532 OVERLAND AVE., STE. B, , LOS ANGELES, CA, 90034-5522	(310) 842-7050	
CHRISTIANV747 2028 PHALAROPE, 854 23RD, COSTA MESA, CA, 90403	(213) 828-1140	
CHRYSALIS CENTERCHRYSALIS WORKS CHRYSALIS WORKS, 1853 LINCOLN BLVD., SANTA MONICA, CA, 90404	(310) 401-9382	
CLASSEN ENTERPRISESSERVICEMASTER COMMERCIAL SERVICEMASTER COMMERCIAL, 1435 CALLENS ROAD, VENTURA, CA, 93003	(805) 642-3432	
CLEAN SWEEP MAINTENANCE 20941 MENLO AVE., , TORRANCE, CA, 90502-1722	(310) 212-3448	
CLEAN-ING THINGS 10929 FIRESTONE BLVD., STE. 157, , NORWALK, CA, 90650-2289	(562) 864-6131	
COASTAL CONSTRUCTION &BUILDING MAINTENANCE SERVICES 1100 W. 132ND ST., , COMPTON, CA, 90222-1925	(310) 631-7116	
COFFELT HOLDINGS 1191 W CALLE DEL SOL #2, , AZUSA, CA, 91702	(760) 470-2870	
COME LAND MAINTENANCE CO 4917 W. MELROSE AVE., , LOS ANGELES, CA, 90029-3731	(323) 957-7715 Ext:117	
COMPUCLEAN COMPUTER CLEANING 39300 MEDINA CT., , MURRIETA, CA, 92562-4509	(909) 698-1833	
CORPORATE BUILDING SVCS., INC. 3325 WILSHIRE BLVD., STE. 1240, , LOS ANGELES, CA, 90010-1735	(213) 252-0999	
CUSTOMER SERVICE, INCORPORATED 550 CONTINENTAL BLVD., STE. 190, , EL SEGUNDO, CA, 90245-5050	(310) 364-1199 Ext:143	
DANICHRIS TRADING COMPANY 2839 DEERFORD STREET, , LAKEWOOD, CA, 90712-3309	(562) 480-2443	
DIAMOND CONTRACT SERVICES INC. 2819 BURTON AVE., , BURBANK, CA, 91504-3224	(818) 565-3554	
DIRECT BUILDING SERVICES 15949 KAPLAN AVE., , CITY OF INDUSTRY, CA, 91744-3110	(626) 369-8022	
DIVERSIFIED MAINTENANCESERVICES, INC. SERVICES, INC., 417 E HUNTINGTON DRIVE, MONROVIA, CA, 91016-3632	(626) 305-8500	
DJPENTERPRISE 1714 7TH AVE., , SACRAMENTO, CA, 95818-3806	(916) 410-2767	
EAGLE BUILDING MAINTENANCE 630 VENICE WAY., APT. 205, , INGLEWOOD, CA, 90302-2869	(310) 612-8796	
EAST BUILDING MAINTENANCE 22812 SATICOY ST., , WEST HILLS, CA, 91304-4536	(818) 692-0506	
ELLIS ENTERPRISES BMS 10553 CHESNUT STREET, , LOS ALAMITOS, CA, 90720	(562) 493-5550 Ext:16	
EMPIRE BUILDING &ENVIRONMENTAL SERVICES INC ENVIRONMENTAL SERVICES INC, 624 SOUTH PALM AVENUE, ALHAMBRA, CA, 91803	(323) 283-6123	
EMPIRE MAINTENANCE 624 S. PALM AVE., , ALHAMBRA, CA, 91803-1527	(800) 660-8755	

ENTERPRISE BUILDING SERVICESINC. 5000 N PARKWAY CALABASAS, SUITE 106, CALABASAS, CA, 91302	(818) 222-0322	
ENVIRONMENTAL SERVICESSOLUTIONS SOLUTIONS, 8335 WINNETKA AVE., STE. 104, WINNETKA, CA, 91306-1630	(818) 772-7694	
EPS ENGINEERING SERVICES,INC 12100 WILSHIRE BLVD., STE. 460, , LOS ANGELES, CA, 90025-7120	(310) 826-9733	
EXCELL PERSONNEL 8611 W. CRENSHAW BLVD, SUITE 211, INGLEWOOD, CA, 90305	(562) 537-5346	
EXECUTIVE GROUP INTERNATIONAL 3345 WILSHIRE BLVD., STE. 515, , LOS ANGELES, CA, 90010-1819	(912) 871-5277	
EXECUTIVE-SUITE SERVICES INC 19025 PARTHENIA ST., STE. 200, , NORTHRIDGE, CA, 91324-3780	(818) 993-6300	
EZ CLEANING SERVICE 18645 HATTERAS STREET #267, , TARZANA, CA, 91356	(818) 693-0308	
FACILITY OPERATIONS PLUS 612 S. MYRTLE AVE., STE. 100, , MONROVIA, CA, 91016-3406	(626) 599-9200	Y
FALCON INDUSTRIAL DISTRIBUTORS 225 WINTON AVE SUITE 117, , HAYWARD, CA, 94544	(818) 968-4756	
G.I. CLEANING SERVICE, INC. 4735 OAKWOOD AVE., APT. 7, , LOS ANGELES, CA, 90004-3183	(323) 460-6491	
GENERAL BUILDING MAINTENANCE 3255 WILSHIRE BLVD., STE. 1222, , LOS ANGELES, CA, 90010-1416	(213) 388-0554	
GLENN TURNER DBA JANI-KING 4180 MOUNT VERON DRIVE, , LOS ANGELES, CA, 90008	(310) 259-4520	
GOLD STAR JANITORIAL 21901 LASSEN ST #151, , CHATSWORTH, CA, 91311	(818) 718-8998	
GOODWILL SO CALIF-VALLEY 14565 LANARK ST., , PANORAMA CITY, CA, 91402-4903	(818) 782-2520 Ext:202	
GRACE BUILDING MAINTENANCE CO. 3580 WILSHIRE BLVD, SUITE 1420, LOS ANGELES, CA, 90010	(213) 386-2003	
GRACE UNDER FIRE CLEANING SERV 2531 SAWTELLE BLVD., # 92, , LOS ANGELES, CA, 90064-3124	(310) 672-4575	
GREENSTAR BUILDING MAINTENANCE PO BOX 1446, , INDIO, CA, 92202	(310) 293-8770	
GUARANTEE CLEANING SERVICES 14731 FRANKLIN AVE., SUITE K, , TUSTIN, CA, 92780	(714) 368-1832	
H&D ENTERPRISE 23279 WOODLEAF DR., , DIAMOND BAR, CA, 91765-1947	(909) 809-9667	
HARRISON ORGANIZATION, INCHA SECURITY SERVICES GROUP HA SECURITY SERVICES GROUP, PO. BOX 367, RANCHO CUCAMONGA, CA, 91739	(909) 463-4748	
HAYNES BUILDING SERVICE, INC. 125 W. MAPLE AVE., , MONROVIA, CA, 91016-3420	(626) 359-6100	
HOLIDAY PAPER PRODUCTS 8121 PIVOT ST., , DOWNEY, CA, 90241-4853	(562) 923-0334	
HYMAN JANITORIAL SERVICE 186 KETTLE CREEK, , BEAUMONT, CA, 92223	(951) 769-4968	
INTEGRATED SUPPORTSOLUTIONS INC SOLUTIONS INC, 14558 SYLVAN ST., VAN NUYS, CA, 91411	(818) 787-2116 Ext:101	
INTERNATIONAL DATA SUPPLY CORP 1711 LANGLEY AVENUE, , IRVINE, CA, 92614	(949) 724-9090 Ext:109	
ISHOPSOLUTIONS 388 E OCEAN BLVD #102, , LONG BEACH, CA, 90802	(310) 200-9517	
J&J BUILDING MAINTENANCE SERV. 141 N. VENTURA AVE. SUITE I, , VENTURA, CA, 93001	(805) 217-8042	
JANISERV INTERNATIONAL PO BOX 6991, , BUENA PARK, CA, 90622-6991	(714) 670-1184	
JANITORIAL PLUS MAINTENANCESERVICE SERVICE, 5322 5TH AVENUE, LOS ANGELES, CA, 90043	(310) 628-3452	
JIMVEL MAINTENANCE 1715 W FRANCIS DR, , ANAHEIM, CA, 92801	(714) 865-4587	

JULIE-RENE CLEANING SERVICE 43759 15TH ST. W., SUITE 126, , LANCASTER, CA, 93534-4754	(661) 948-5740	
JUNG & KANG INC. 7700 ORANGETHORPE AVE., STE. 17, , BUENA PARK, CA, 90621-3465	(714) 521-9450	
KEEP IT CLEAN SERVICES PO BOX 211, , LOMITA, CA, 90717	(310) 938-2599	
KIMBERLY'S CLEANING COMPANYSERVICE SERVICE, 1071 E 48 TH ST SUIT 202, LOS ANGELES, CA, 90011	(310) 937-1635	
LACM, INC.DBA LA CHA MAINTENANCE CO 18816 SAN FERNANDO MISSION BLVD., , NORTHRIDGE, CA, 91326-2437	(818) 366-8680	
LADIESTOUCH MAID & JANITORIALCARPET CARE 16010 CRENSHAW BLVD., STE. C, , GARDENA, CA, 90249-4876	(310) 324-9695	
LEE'S MAINTENANCE SERVICE, INC 14740 KESWICK ST., , VAN NUYS, CA, 91405-1205	(818) 988-6644	
LINCOLN TRAINING CENTER 2643 LOMA AVE., , SOUTH EL MONTE, CA, 91733-1478	(626) 636-2553	
MAINTENANCE MANAGEMENT SYSTEMS 3720 BRAYTON AVE., , LONG BEACH, CA, 90807-4223	(562) 424-3948	
MARY & SON JANITORIAL MAINT.SRV, INC SRV, INC, 1606 W. CALDWELL ST., PO BOX 6272, COMPTON, CA, 90220-4334	(310) 537-7980	
MASTERCARE 7701 GARDEN GROVE BLVD., , GARDEN GROVE, CA, 92841-4207	(714) 890-7117	
MAXIM BUILDING CARE, INC. 3250 WILSHIRE BLVD., STE. 1103, , LOS ANGELES, CA, 90010	(213) 384-3211	
MAXIM BUILDING SERVICES, LLC 3540 WILSHIRE BLVD., STE. 711, , LOS ANGELES, CA, 90010-2351	(213) 384-3211	
MEDIA RECOVERY INC 3368 NORTH SAN FERNANDO ROAD, UNIT # 109, LOS ANGELES, CA, 90065	(818) 209-3600	
MERCHANTS BUILDING MAINTENANCELLC 1190 MONTEREY PASS RD., , MONTEREY PARK, CA, 91754-3615	(323) 446-0545	
MIGUEL'S CLEANING SERVICES 14909 ORANGE AVE., , PARAMOUNT, CA, 90723	(562) 634-3005	
MORAN & ASSOCIATESAA COMPUTERS AA COMPUTERS, PO BOX 13271, TORRANCE, CA, 90503	(310) 781-0739	
NATURAL BUILDING MAINTENANCE C 16610 SOUTH WESTERN AVENUE, , GARDENA, CA, 90247-5214	(310) 512-6300	
NEW ERA SERVICES INC 1736 E CHARLESTON BLVD, SUITE164, LAS VEGAS, NV, 89104	(323) 643-5703	
NEW WORLD SERVICE, INC. 1050 S. PRAIRIE AVE., , INGLEWOOD, CA, 90301-4120	(310) 645-1000	
NEWPOINT MANAGEMENT, LLC 144 GREENBRIAR LN., , LA PUENTE, CA, 91744-4742	(310) 424-5433	
NOON PRODUCTIONS, LLC P. O. BOX 802874, , SANTA CLARITA, CA, 91380	(661) 313-4227	
OCTI-KLEEN JANITORIAL SERVICES PO BOX 4787, , DOWNEY, CA, 90241	(562) 305-6347	
ONYX WORLD COMPANIES INC. 6112 S. CROFT AVE., , LOS ANGELES, CA, 90056-1615	(323) 293-3874	
OPENWORKS 4300 LONG BEACH BLVD., STE. 100, , LONG BEACH, CA, 90807-2008	(562) 428-9210 Ext:105	
P.J. LAMANNA, INC P.O. BOX 936082, , MARGATE, FL, 33093	(877) 477-8624	
PACIFIC SUN MAINTENANCE CO INC 1101 CRENSHAW BLVD. 103, , LOS ANGELES, CA, 90019	(323) 938-2100	
PARENT TO PARENT, INC.FAMILY EMPOWERMENT FAMILY EMPOWERMENT, 2450 N. SANTA ANA BLVD., LOS ANGELES, CA, 90059	(323) 209-7009	
PATTEN ENERGY ENTERPRISES, INC 3437 SOUTH MAIN STREET, , LOS ANGELES, CA, 90007	(323) 235-3500 Ext:302	
PAYNE MORALES JANITORIALSERVICE SERVICE, 316 W. CARSON ST., STE. 102, CARSON, CA, 90745-2650	(310) 781-1080	

PEARCE BUILDING SERVICES 480 CAPRICORN ST., , BREA, CA, 92821-3203	(714) 990-6677 Ext:40	
PEDUS BUILDING SERVICES, INC. 601 POTRERO GRANDE DR. # 300, , MONTEREY PARK, CA, 91755-7407	(323) 837-0222	
PEDUS SERVICE 601 POTRERO GRANDE DR., , MONTEREY PARK, CA, 91755-7407	(323) 837-0250	
PJK CEPHAS CORPORATION PJ CEPHAS CORPORATION, 15643 SHERMAN WAY., STE.220, VAN NUYS, CA, 91406-4174	(818) 756-5475	
POWER BUILDING JANITORIAL SERVICES 3350 WILSHIRE BLVD., STE. 1105, , LOS ANGELES, CA, 90010-1835	(213) 252-0999	
PREMIER BUILDING MAINTENANCE 1909 WILSHIRE BOULEVARD, , LOS ANGELES, CA, 90057	(213) 386-2552	
PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., , ROSEVILLE, CA, 95747-7102	(916) 788-2136	
QUALITY BUILDING &MAINTENANCE SERVICES MAINTENANCE SERVICES, 9432 EAST AVE T2, LITTLEROCK, CA, 93543	(661) 944-4680	
R AND D OPTIONS 13416 CROSSDALE AVE., , NORWALK, CA, 90650-3623	(562) 863-1949	
RELIABLE BLDG MAINTENANCE INC. 3200 WILSHIRE BLVD., STE. 1370 NORTH TOWER, , LOS ANGELES, CA, 90010	(213) 365-2930	
RELIABLE BUILDING MAINTENANCE 3200 WILSHIRE BLVD., #1370 NORTH TOWER, , LOS ANGELES, CA, 90010	(213) 365-2930	
RELIANCE SERVICE GROUP PO BOX 180, , NEW CUYAMA, CA, 93254-0180	(714) 418-2960 Ext:228	
RELIANCE SUPPORT SREVICES 110 S. LINCOLN ST., STE. # 209, , SANTA MARIA, CA, 93458-5067	(661) 766-2025	
RESOURCE UNLIMITED 7049 N. FAIRCHILD CR, , MILWAUKEE, WI, 53217	(414) 350-7456	
ROGAN BUILDING SERVICES, INC. 1521 7TH ST., , RIVERSIDE, CA, 92507-4454	(909) 248-1261	
ROYAL CREST BUILDING MT 8601 ROLAND ST., STE. A, P.O. BOX 391, BUENA PARK, CA, 90621-4813	(714) 562-5034	
SELF'S JANITORIAL SERVICE 332 W. 2ND ST., , PERRIS, CA, 92570-2004	(909) 657-5312	
SERV 1 JANITORIAL 39252 WINCHESTER RD., #107-358, , MURRIETA, CA, 92563	(951) 541-8752	
SERVICEMASTER CBM 2010 W. AVENUE K, # 478, , LANCASTER, CA, 93536-5229	(661) 948-5287	
SERVICON SYSTEMS INC 3965 LANDMARK ST, , CULVER CITY, CA, 90232	(310) 204-5040 Ext:244	
SHAMEKA HULL SCHOLARSHIPFOUNDATION 20539 S. VERMONT AVE., UNIT. 7, , TORRANCE, CA, 90502-3109	(310) 323-2327	
SIGNATURE CONSULTING 8255 JOHNSON LANE, , GRANITE BAY, CA, 95746	(916) 797-4020	
SODEMAN'S MAINTENANCE SERVICE 12188 CENTRAL AVE., STE. 357, CHINO, CA, 91710	(909) 465-0060	
SOLUTION1 BUILDING SERVICES 855 N HAMILTON BLVD, , POMONA, CA, 91768	(562) 261-5676	
SOUTHERN BUILDING MAINTENANCE 836 CRENSHAW BLVD., STE. 102, , LOS ANGELES, CA, 90005-3631	(323) 931-1551	
STANLEY STEEMER OF LOS ANGELES 841 W. FOOTHILL BLVD., , AZUSA, CA, 91702-2815	(626) 945-5543	
SUPERIOR ENVIRONMENTAL PO BOX 19784, , SAN DIEGO, CA, 92159-0784	(619) 462-7079	
SUPPORT SERVICES OFAMERICA INC AMERICA INC, 12440 FIRESTONE BLVD., STE. 312, NORWALK, CA, 90650-4399	(509) 979-3900	
SYSTEMS MANAGEMENT, INC. 1635 N. LAKE AVE., , PASADENA, CA, 91104-2321	(626) 791-1388	

T AND T JANITORIAL 9088 DEWSBURY AVE, , SAN DIEGO, CA, 92126	(858) 336-8837	
TEAM-ONE EMPLOYMENT SPECIALIST 2999 OVERLAND AVE., STE. 130, , LOS ANGELES, CA, 90064-4256	(310) 841-4100	
THE HARPER GROUP 18226 W. MCDURMOTT, STE. B, , IRVINE, CA, 92614-4750	(949) 223-8894	
THE RESOURCE COLLECTION 4901 W. ROSECRANS AVE., , HAWTHORNE, CA, 90250-6615	(310) 219-3272 Ext:126	
TK CLEANING SERVICES 2260 E AVE Q4, UNIT 66, , PALMDALE, CA, 93550	(661) 449-7097	
TKH DESIGN, INC. 1020 N. BATAVIA ST. SUITE M, , ORANGE, CA, 92867	(714) 289-0344	
ULTRA ENTERPRISE 1307 6TH STREET, SUITE 210, , CORONA, CA, 92882	(951) 736-1234	
UNION BUILDING MANAGEMENTUNISERVE FACILITIES SERVICES UNISERVE FACILITIES SERVICES, 550 S. HOPE ST., STE. T200, LOS ANGELES, CA, 90071-2627	(213) 533-1000 Ext:117	
UNISOURCE MAINTENANCE SUPPLY 6565 VALLEY VIEW ST, , LA PALMA, CA, 90623	(714) 690-6626	
UNIVERSO CLEANING INC. 111 S. GARFIELD BLVD., STE 101-A, , MONTEBELLO, CA, 90640	(323) 574-0089	
US METRO GROUP 3700 WILSHIRE BLVD., STE. 1070, , LOS ANGELES, CA, 90010-3028	(213) 382-7310	
US METRO GROUP, INC. 605 S. WILTON PLACE, , LOS ANGELES, CA, 90005	(213) 382-6435	
VALLEY LIGHT INDUSTRIES INC 5358 IRWNDALE AVE, UNIT B, BALDWIN PARK, CA, 91706	(626) 337-6200	
WALTER A SORIANO 1940 1/2 35TH STREET, , LOS ANGELES, CA, 90018	(213) 479-1145	
WEBCO SWEEPING LLC 60 W. MAIN AVE., STE. 22, , MORGAN HILL, CA, 95037-4571	(408) 778-5411	
WEST COAST BUSINESS PRODUCTS 9749 INDEPENDENCE AVE., , CHATSWORTH, CA, 91311-4318	(818) 341-2800 Ext:112	
WEST COAST CLEANING SERVICES 360 GRAND AVE, 379, OAKLAND, CA, 94610	(510) 798-5496	
WILSON COMMERICIAL ANDNEW CONSTRUCTION CLEANING 12441 AVOCADO AVE., , CHINO, CA, 91710-2713	(909) 465-0626	
WOODS MAINTENANCE SERVICESINC GRAFFITI CONTROL SYSTEMS, 7260 ATOLL AVE., NORTH HOLLYWOOD, CA, 91605-4104	(818) 503-8240 Ext:105	
WOODS MAINTENANCE SERVICESINC GRAFFITI CONTROL, 7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 764-2515	Y
WORLD SERVICE WEST LA INFLIGHTSERVICE CO., LLC 13620 GRAMERCY PL., , GARDENA, CA, 90249-2453	(310) 641-2396 Ext:30	
WWC WINDOW CLEANINGOF LOS ANGELES, INC. 180 GLENDALE BLVD., , LOS ANGELES, CA, 90026-5826	(213) 977-9620 Ext:15	
XPRESS CLEANING CO, INC. 4537 FOUNTAIN AVE, # 110, LOS ANGELES, CA, 90029-1947	(323) 664-0720	
ZION INDUSTRIES, INC. 39 EAST HANOVER AVENUE, SUITE C2, MORRIS PLAINS, NJ, 07950	(973) 727-6213	
A-1 WATKINS PEST AND TERMITE CONTROL 1319 WEST WILLOW STREET, LONG BEACH, CA 90810	(562) 595-5105	
A CAL PEST CONTROL SERVICES, INC. 4152 BALDWIN AVENUE, EL MONTE, CA 91731	(626) 579-7430	
BLACK GOLD INDUSTRIES 527 NORTH RICE AVENUE, OXNARD, CA 93030-8924	(805) 981-4616	
BLACKSTONE CONSULTING, INC. 11726 SAN VICENTE BLVD., SUITE 550, LOS ANGELES, CA 90049	(310) 826-4389	
BRITEWORKS, INC. 642 SOUTH SUNSET AVENUE, WEST COVINA, CA 91790	(626) 337-0099	

ENVIRO-TECH SOLUTIONS, INC. 10760 BURBANK BLVD., NORTH HOLLYWOOD, CA 91601	(818) 508-4134	
LENDCORP MORTGAGE BROKERS, INC. P.O. BOX 60262, PASADENA, CA 91116	(626) 397-9730	
MOZ CLEANING, INC. 3940 LAUREL CANYON BLVD., #1319, STUDIO CITY, CA 91604	(310) 351-2414	
NU-WAY SECURITY AND INVESTIGATIVE 17451 RACCOON AVENUE, #4, ADELANTO, CA 92301	(760) 246-3339	
SAFETY/ENVIRONMENTAL CONSULTING 11432 SOUTH STREET #99, CERRITOS, CA 90703	(562) 804-4549	
SRS PLUMBING AND DRAIN CLEANING 12829 DEWEY STREET, LOS ANGELES, CA 90066	(877) 867-9448	
ULTIMATE MAINTENANCE SERVICES 4237 REDONDO BEACH BOULEVARD, LAWNDALE, CA 90260	(310) 542-1474	
WILCO MANAGEMENT INTERNATIONAL, INC. 3731 WILSHIRE BLVD., SUITE 612, LOS ANGELES, CA 90010	(213) 383-0983	
JHN INC., D.B.A. COUSTIC-GLO 950 ENCHANTED WAY, SUITE 109, SIMI VALLEY, CA 93065	(805) 306-8000	
PESTMASTER SERVICES OF PALM SPRINGS 6412 ARLINGTON AVENUE, RIVERSIDE, CA 92504	(951) 662-5996	

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Bell Building Maintenance Company	Diamond Contract Services	Singh Group, Inc.
Total Number of Employees in Firm	172	1641	43
Owners/Partner/Associate Partners			
Black/African American		1	
Hispanic/Latin American			
Asian or Pacific Islander	1		1
American Indian			
Filipino			
White			
Total	1	1	1
Women (should be included in counts above and also reported here separately).	1		
Managers			
Black/African American		17	
Hispanic/Latin American	3	24	4
Asian or Pacific Islander	2		1
American Indian			
Filipino	1		
White		11	
Total	6	52	5
Women (should be included in counts above and also reported here separately).	2	18	3
Staff			
Black/African American	6	334	1
Hispanic/Latin American	93	1217	35
Asian or Pacific Islander	63		
American Indian			
Filipino			
White	3	37	1
Total	165	1588	37
Women (should be included in counts above and also reported here separately).	55	856	16
Percentage of Ownership			
Black/African American		100.0%	
Hispanic/Latin American			81%
Asian or Pacific Islander	100%		5%
American Indian			
Filipino			
White			2%
Total	100%	100%	88%
Women (should be included in counts above and also reported here separately).	100.0%		37%
Current Certification as Minority/Women-Owned Firm			
State of California			X
City of Los Angeles	X	X	
Federal Government			
County of Los Angeles			

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals, therefore, some columns may not add to the correct totals.

PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY

CUSTODIAL SERVICES – AREA 3

The proposed contract with Diamond Contract Services, Inc. would reduce the County's cost to provide custodial services by an estimated **$54,924 (15%)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

Position	County	Contractor
Supervisor	$17.87 per hour	$20.00 per hour
Custodian	$14.61 per hour	$ 9.64 per hour
Floor Care Technician	$16.18 per hour	$14.00 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit	
Health Insurance	Yes
Retirement Plan	No
Dental Plan	No
Holidays	7 paid days per year (after 1 year full-time employment)
Sick Leave	0 paid days per year
Vacation	5 paid days per year (after 1 year full-time employment)
Life Insurance	No
Other	None

Contractor Health Plan Information

Aetna HealthCare.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIAMOND CONTRACT SERVICES, INC.

FOR

CUSTODIAL SERVICES

AREA 3

CONTRACT PROVISIONS
CUSTODIAL SERVICES – AREA 3

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CUSTODIAL SERVICES – AREA 3

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CUSTODIAL SERVICES – AREA 3

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CONTRACT

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DIAMOND CONTRACT SERVICES, INC
FOR
CUSTODIAL SERVICES
AREA 3

This Contract and Exhibits made and entered into this ___ day of _____, 2010 by and between the County of Los Angeles, hereinafter referred to as County and Diamond Contract Services, Inc., hereinafter referred to as Contractor. Diamond Contract Services, Inc. is located at 2249 N. Hollywood Way, Burbank, CA 91505.

RECITALS

WHEREAS, the County may contract with private businesses for Custodial Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Custodial Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Custodial Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's Proposed Schedule
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

1.10 EXHIBIT J - Living Wage Ordinance
1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
1.12 EXHIBIT L - Payroll Statement of Compliance

Compliance with Displaced Janitor Opportunity Act

1.13 EXHIBIT M - California Labor Code Sections 1060-1065

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame from notification.

2.2 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.

2.4 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** County of Los Angeles.

2.6 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.

2.7 **County's Contract Project Manager:** The individual designated by the County's Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.8 **County's Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract.

2.9 **County Librarian:** Head of the County of Los Angeles Public Library.

2.10 **Day(s):** Business day(s) unless otherwise specified.

2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 **Library:** County of Los Angeles Public Library.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a period of **three (3)** years commencing after execution by the County's Board of Supervisors (Board) or March 1, 2010, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one-year periods and **six (6)** month to month extensions, for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension shall be exercised at the sole

discretion of the County Librarian, or his/her designee, as authorized by the Board.

4.3 The Contractor shall notify the Library when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Project Manager at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B - Pricing Schedule, and Exhibit C - Contractor's Proposed Schedule,* and shall not exceed Three Hundred Twenty-Eight Thousand Dollars **($328,000.00)** for each year of this Contract, except as set forth in Sub-section 8.1 - Amendments. The maximum contract sum is for twelve (12) monthly contract fee payments, and as needed custodial services, as provided in Section 9.0, Unanticipated Work, of the Statement of Work.

5.2 The Contractor will be paid the monthly contract fee of Twenty-Six Thousand, Four Hundred Eighty-Seven Dollars and Eighty-One Cents **($26,487.81),** and shall not exceed Three Hundred Seventeen Thousand Eight Hundred Fifty-Three and Seventy-Two Cents **($317,853.72)** for each year of this Contract.

5.3 The use of the maximum Contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Library's adopted budget and needs.

5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Project Manager at the address herein provided in *Exhibit E - County's Administration*.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Pricing Schedule and Exhibit C – Contractor's Proposed Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Pricing Schedule and Exhibit C – Contractor's Proposed Schedule.*

5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments (if applicable)
- Exhibit L - Payroll Statement of Compliance

5.6.5 All invoices under this Contract shall be submitted in **two (2)** copies to County's Contract Project Manager at the address herein provided in *Exhibit E - County's Administration*.

5.6.6 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6.7 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

5.6.8 **Local Small Business Enterprises – Prompt Payment Program (if applicable)**
Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION
A listing of all County Administration referenced in the following Sub-sections are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Project Director
The responsibilities of the County's Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- approving unanticipated work as provided herein.

6.2 County's Contract Project Manager
The responsibilities of the County's Contract Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR'S ADMINISTRATION

A listing of all Contractors' Administration is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

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

7.2 Approval of Contractor's Employees

7.2.1 The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employee including, but not limited to, the Contractor's Project Manager.

7.2.2 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

7.2.3 The County may require the Contractor, at their expense, to conduct background security checks on their employees.

7.3 Contractor's Employee Identification

The Contractor shall provide, at the Contractor's expense, all employees providing services under this Contract with a photo identification badge.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.3.2 The Contractor shall notify the County within one business day when employees are terminated from working under this Contract. The Contractor shall retrieve the employee's ID badge on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If the County requests the removal of the Contractor's employee, the Contractor shall retrieve the employee's ID badge on the next business day after the employee has been removed from working on the County's Contract.

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit G - Contractor Acknowledgment and Confidentiality Agreement.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 Except as provided in Paragraph 8.1.4, for any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in *Section 5.0 Contract Sum*, not to exceed ten percent (10%) of the total contract sum for a particular contract year due to unanticipated work. Any such changes shall be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian, or his/her designee.

8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in *Section 4.0 - Term of Contract*. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian, or his/her designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost

estimate shall not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian, or his/her designee, has authority to sign the amendment for the County. All terms in the current Contract shall extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within **thirty (30)** business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed,

color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of the Displaced Janitor Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in *Exhibit M - California Labor Code Sections 1060-1065.*

Under this Act, as specified, a successor Contractor or successor Subcontractor shall retain, for a sixty (60) day transition employment period, employees who have been employed by the terminated Contractor or its Subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service Contract unless the successor Contractor or successor Subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated Contract.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 **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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.9.2 **Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such

jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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) the 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. The Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract.

In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this 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 re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater

Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 **Non-responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or

more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13.5 **Subcontractors of Contractor**
These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and conditions and performance standards. Contractor 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. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent

(non-facsimile) transmission of “original” versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.22 FORCE MAJEURE

8.22.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than lockout by such party or any of such party’s subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-section as “force majeure events”).

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

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

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the

laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.24.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.24.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 – Confidentiality.

8.25 INDEMNIFICATION

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

8.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.26 and 8.27 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.26.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Contract Project Manager at the address herein provided in *Exhibit E - County's Administration*.

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

8.26.2 **Additional Insured Status and Scope of Coverage**

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

8.26.3 **Cancellation of Insurance**

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

8.26.4 **Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County

immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach.

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

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

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

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

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

8.26.10 **Claims Made Coverage**

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

8.26.11 **Application of Excess Liability Coverage**

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

8.26.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.26.13 **Alternative Risk Financing Programs**

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

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

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

8.27 INSURANCE COVERAGE

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

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

8.27.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall

cover liability arising out of the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.27.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27.4 **Crime Coverage -** A Fidelity Bond or Crime Insurance policy with limits of not less than $25,000 per occurrence. Such coverage shall protect against theft, disappearance and destruction of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.28 PERFORMANCE SECURITY

8.28.1 Contractor, at its own expense, shall provide and maintain performance security, in the form of a faithful performance bond, throughout the term of this Contract. Such bond shall be written in an amount equal to 100% of the Contractor's annual Contract fee, be conditioned upon the Contractor's faithful performance and satisfactory completion of all Contract obligations as determined by the County, and be executed by a corporate surety licensed to transact business in the State of California.

8.28.2 The proposed performance bond form, including all its terms and conditions, must be submitted to County for County's review and approval not less than 15 business days prior to commencing

services under this Contract. Failure to provide evidence of, or to maintain, the required bond, shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County reserves the right to review and adjust the form and/or amount of the Performance Security Requirement conditioned upon the County's determination of changes in risk exposures.

8.29 LIQUIDATED DAMAGES

8.29.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.

8.29.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in *Exhibit A, Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private

Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.29.3 The action noted in Paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.29.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.30 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.31.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.31.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

8.31.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.31.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.31 when so requested by the County.

8.31.7 If the County finds that any provisions of this Sub-section 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract. Refer to *Exhibit A, Statement of Work Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.32 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County

from acquiring similar, equal or like goods and/or services from other entities or sources.

8.33 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

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

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit E - County's Administration and Exhibit F - Contractor's Administration*. Addresses may be changed by

either party giving ten (10) business days' prior written notice thereof to the other party. The County Librarian, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to *Sub-section 8.41 - Record Retention and Inspection/Audit Settlement* of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

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

publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Project Director. The County shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by

applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.41 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Exhibit A, Statement of Work Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.41.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor

laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.42 RECYCLED BOND PAPER

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

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

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

8.43.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.43.6 The County's Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.43.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in *Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program*, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to *Sub-section 8.47 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in *Sub-section 8.16 - Contractors Warranty of Compliance with County's Defaulted Property Tax Reduction Program* shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.46 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with *Sub-section 8.41 - Record Retention and Inspection/Audit Settlement*.

8.47 TERMINATION FOR DEFAULT

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

- The Contractor has materially breached this Contract; or

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

8.47.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.47.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-section.

8.47.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.47.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.47.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.47, it is determined by the County that the Contractor was not in default under the provisions of this

Sub-section 8.47, or that the default was excusable under the provisions of Paragraph 8.47.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-section 8.46 - Termination for Convenience.*

8.47.5 The rights and remedies of the County provided in this Sub-section 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.49 TERMINATION FOR INSOLVENCY

8.49.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.49.2 The rights and remedies of the County provided in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.51 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.52 VALIDITY

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

8.53 WAIVER

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

remedies set forth in this Sub-section 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.54 WARRANTY AGAINST CONTINGENT FEES

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 **Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 **Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Sub-paragraph 5 of this Paragraph 9.1.2 under the Contract:

   a. Not less than **$11.84** per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20

per hour towards the provision of bonafide health care benefits for its Employees and any dependents; or

b. Not less than **$9.64** per hour if, in addition to the per-hour wage, the Contractor contributes at least **$2.20** per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 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, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.

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

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage

Program. In either event, the 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 the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the 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 the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the 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 (*Exhibit K – Monthly*

Certification for Applicable Health Benefit Payments and *Exhibit L – Payroll Statement of Compliance*), or 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, the Contractor shall promptly provide such information. The 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.

9.1.4 **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.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) 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.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County shall have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. **Remedies For Submission of Late or Incomplete Certified Monitoring Reports**

   If the 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 the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the 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 the 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 the 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 the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated

damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. **Remedies for Payment of Less Than the Required Living Wage**

If the 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 the 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 the Contractor the aggregate difference between the living wage amounts the 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 the 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 the 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 the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to

an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued 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, the County may, in its sole discretion, terminate the Contract.

3. **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the 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 the 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. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

During the term of the Contract, the 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, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 **Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and

   b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and

   c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. The Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

   b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The 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 the 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 Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in Sub-paragraph (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County's Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a Contract award.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in Sub-paragraph (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

CONTRACTOR: **Diamond Contract Services, Inc.**

By_____
Derek C. Smith

Pres / CEO
Title:

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By_____
Aleen Langton
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES – AREA 3

STATEMENT OF WORK (SOW)
CUSTODIAL SERVICES - AREA 3
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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover the **twelve (12)** County of Los Angeles Public Libraries located in **Area 3** listed in Attachment I – List of Libraries – Custodial Services Area 3 Locations and Hours. Attachment I is a listing of the Library Facilities to be serviced showing an approximate breakdown of total square footage, glass, tile, carpet, parking lot and patio areas for each library facility to be cleaned. The column titled "Library Hours" within Attachment I provides the hours during which the library facilities are open to the public. Upon commencement of the Contract, the Contractor is required to provide after hours custodial services every day that a library facility is open.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **After Hours:** Period of time between one (1) hour after the library closes and one (1) hour before the library opens.

2.2 **Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame from notification.

2.3 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.

2.4 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.5 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.6 **County:** County of Los Angeles.

2.7 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.

2.8 County's Contract Project Manager: The individual designated by the County Contract Project Director to manage the operations under this Contract.

2.9 County's Contract Project Monitor: The individual designated by the County to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.10 County Librarian: Head of the County of Los Angeles Public Library.

2.11 Day(s): Business days unless otherwise specified.

2.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.13 Library Facility(ies): Library Location.

2.14 Library Staff: Employees of the County of Los Angeles Public Library.

3.0 ADDITION/DELETION OF LIBRARY FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities and/or work hours serviced as listed on Attachment I. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor of any such variations, in writing, at least ten (10) business days prior to the effective date of the modification. **Note:** *Exhibit B – Pricing Schedule*, in the Contract requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. The Contractor shall be compensated for the maintenance of additional library facility(ies) designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate shall not exceed the cost to provide custodial services for a similar size library facility being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any library facility added in the amendment.

3.2 All changes must be made in accordance with Sub-section 8.1 - Amendments of the Contract.

4.0 QUALITY CONTROL

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

4.1 Method of monitoring to ensure that the Contract requirements are being met.

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

4.4 The Contractor shall maintain and keep current all scheduled **Custodial Services Major Cleaning Monitoring Report** Forms (Attachment II) annually. A copy of this form must be left at the circulation desk of each serviced library facility for job completion verification and satisfaction. A copy **must** be faxed to the attention of the County's Contract Project Monitor the day after specified service is complete.

4.5 All complaints shall be addressed as soon as possible by the Contractor. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County will be assessed from the Contractor's monthly invoice. Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)* for non-compliance.

4.6 The Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations and standards shall be used.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 8.0 -

Standard Terms and Conditions, Sub-section 8.17 - County's Quality Assurance Plan.

5.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend will result in an assessment of Two-Hundred Dollars ($200.00). Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*.

5.2 Annual Evaluation

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

5.3 Contract Discrepancy Report

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

The County's Contract Project Monitor will issue a formal Contract Discrepancy Report (*Statement of Work Exhibits, Exhibit 1 – Contract Discrepancy Report*). Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within ten (10) business days.

5.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these

personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract provisions under Section *6.0 - Administration of Contract - County*. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.1 - Amendments*.

6.2 Furnished Items

6.2.1 KEYS/KEY CARDS

The County will provide two (2) sets of keys/key cards for access, at no cost to the Contractor, to all library facilities in **Area 3.** The Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. All such keys/key cards are property of the County and shall be returned to the County's Contract Project Manager upon termination of the Contract. **At no time are the keys/key cards to be duplicated by the Contractor**. Any lost keys/key cards will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key/key card is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key/key card is returned. The Contractor accepts full responsibility for all keys/key cards issued.

6.2.2 UTILITIES

The County will provide all utilities, including gas, electricity, and water. At no time are County telephones, computers or any County

peripherals to be used for personal use. The County shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispenser, etc. The Contractor shall inform the County of any repairs required for these fixtures within twenty-four (24) hours of their discovery.

6.2.3 STORAGE

The County will provide a storage area to the Contractor as determined by the County when available. The existing storage area is to be used for custodial related items and by personnel assigned to the specified building. The Contractor is prohibited from use of said storage area or any other County property for conducting his/her business interests that are not related to or required by the specified library facility.

CONTRACTOR

6.3 Contract Project Manager

6.3.1 The Contractor shall provide a full-time Contract Project Manager or designated alternate. The County must have access to the Contract Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 The Contract Project Manager shall act as a central point of contact with the County.

6.3.3 The Contract Project Manager shall have three (3) years of experience.

6.3.4 The Contract Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 The Contractor shall assign a sufficient number of qualified employees to perform the required work**. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.**

6.4.2 The Contractor shall be required to background check their employees as set forth in *Sub-section 7.5 - Background and Security Investigations*, of the Contract.

6.4.3 The Contractor is responsible for ensuring that ***only*** personnel assigned to the Contract or the Contractor's specialty crew employees are permitted in the library facilities at all times. Refer to the *Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for non-compliance.

6.4.4 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.

6.4.5 No person employed by the Contractor and assigned to the County shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the facilities. The County further reserves the right to conduct a background investigation of the Contractor's employees at any time and to bar such employees from the library facilities under appropriate circumstances. The Contractor and Contractor employees working in the library facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.

6.4.6 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.

6.4.7 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 Uniforms and Identifications Badges

6.5.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County's

Contract Project Director, or his/her designee, will be provided by and at the Contractor's expense.

6.5.2 The Contractor shall ensure that their employees are appropriately identified as set forth in *Sub-section 7.3 - Contractor's Employee Identification* of the Contract.

6.5.3 The Contractor shall ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge shall be displayed on employee's person at all times when he/she is on County designated property.

6.5.4 Failure to comply with Uniform and Identification Badges will cause an assessment. Refer to *Exhibit A, Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)*.

6.6 Materials and Equipment

6.6.1 The Contractor is responsible for purchasing all materials and equipment to provide the needed services of the library facilities. The Contractor shall pay out of its own resources, all costs and charges in connection with collections. The County has no obligation to pay for expenditures incurred by the Contractor that exceed the Contract amount, scope of work, or Contract terms.

6.6.2 The Contractor shall use materials and equipment that are commercial grade, safe for the environment, and that are safe for use by the employee. All Contractor employees must wear safety and protective gear according to the State of California OSHA standards and shall be maintained in accordance to the Manufacturers standards and specifications.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. All equipment shall be checked daily for safety.

6.7 Training

6.7.1 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the entire library facility that they shall service.

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

6.7.3 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call <u>during</u> normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)* for non-compliance.

6.8.2 After Hours

When the Contractor's office is closed, an answering service shall be provided to receive calls. **If an answering service receives the call <u>after</u> business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)* for non-compliance.

6.9 Contractor's Damage

The Contractor shall repair or replace all damages incurred to existing library facilities by the Contractor's employees at the Contractor's expense either by the Contractor or by the County, whichever the County deems appropriate. All such repairs or replacements shall be completed within the agreed upon time frame.

6.10 Emergency Procedures

The Contractor shall immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-9555.

6.11 Facility Security

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS).*

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day (one (1) hour after library closes up to one (1) hour of the library opening), which may vary according to Attachment I. Contractors usually do not work on County-recognized holidays. The Contractor will be required to receive prior approval by the County's Contract Project Manager if working on County-recognized holidays. The County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 The Contractor shall submit for review and approval a work schedule for each library facility to the County's Contract Project Manager within ten (10) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Schedules shall be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County's Contract Project Director, or his/her designee, may authorize the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify, or refurbish existing library facilities.

9.2 The Contractor shall prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Contract Project Director, or his/her designee, must approve the excess cost. In any case, no unanticipated work shall commence without written/verbal authorization from the County.

9.3 The Contractor shall commence all unanticipated work on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.

9.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

9.5 Special Events

The Contractor shall provide custodial services for all "special events" which may be scheduled during non-public hours. This shall include evening and weekends. Whenever possible, the County will provide notice to the Contractor within five (5) business days before each event. Due to the nature of these functions, it is anticipated that the Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.

9.6 Additional/Specialty As Needed Services

The Contractor shall provide "Additional/Specialty As Needed Services" to all library facilities when it is requested. "Additional/Specialty As Needed Services" is work that is requested by the County in addition to the Annual Scheduled Major Cleaning (i.e. carpet cleaning, strip and wax, etc.). Refer to the Contract, *Exhibit B – Pricing Schedule* for each library facility. Whenever possible, the County's Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be completed. The County's Contract Project Monitor can establish an allotted timeframe when the service can be completed.

9.7 Call Back

The Contractor must have capabilities for "call back" work for emergencies. The Contractor **must** respond to emergencies within two (2) hours of notification. An hourly "call back" rate must be specified in the Contract, *Exhibit C – Contractor's Proposed Schedule.* In the event the Contractor does not respond to a "call back" request within the time specified herein, the Contractor will be paid for the "call back" at the regular employee hourly rate instead of the "call back" rate specified in the Contractor's Proposed Schedule. Upon completion of a "call back" requested service, the Contractor must notify the County's Contract Project Monitor. Refer to the *Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for non-compliance.

9.7.1 A **Custodial Call Back Request Slip** (Attachment III) will be provided to the library staff once the request is made. The Contractor's employee must sign-in upon arrival and sign-out when the "call back" work is completed and/or upon departure. The library staff will forward the *Custodial Call Back Request Slip* to the

County's Contract Project Monitor once work is verified to be complete. This will ensure that the Contractor responded within the required time.

10.0 SIGN-IN REQUIREMENTS

For security purposes, the Contractor employee(s) assigned to work at a library facility for the Contract is required to sign-in at their **start time** and **end time** of their **daily** work shift with an **ink pen (black/blue)** at each library facility they are servicing. A **Custodial Services Employee Sign-In Log** (Attachment IV) will be provided at each library facility for the Contractor employee(s). It is imperative that the Contractor's employee(s) sign-in and out on the exact date and list the **actual time** that the respective library facility was serviced. The library staff submits the *Custodial Services Employee Sign-In Log* to the County's Contract Project Monitor monthly.
NOTE: *Custodial Services Employee Sign-In Logs* that are signed cumulatively and in pencil are unacceptable, Refer to the *Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for non-compliance. Copies of the *Custodial Services Employee Sign-In Log* must be maintained at the Contractor's office for the period of the contract term.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed ***daily*** (unless otherwise stated) during hours the library facility is not open to the public with the possible exception of special events or "call backs".

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day (Contractor is responsible to monitor/evaluate the needs of the individual library and provide sufficient supplies).

The Contractor's employees are required to vacuum all carpeted areas (including corners) daily and spot clean where needed. The Contractor's employees are required to sweep, mop (including cleaning of cove base moldings), buff (where needed), remove scuff marks (where needed), all non-carpeted floor surfaces daily.

The Contractor's employees are required to shampoo all carpeted areas and strip and wax/seal all tiled floors according to the Annual Scheduled Major Cleaning Services, in accordance with Section 13.0.

The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean all soap dispensers, toilet seat cover dispensers and paper dispensers;
- Clean and polish all metal surfaces, including but not limited to, paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and handicapped rails;
- Refill all soap, toilet seat cover, and paper towel dispensers;
- Spot clean walls, ceilings, partitions, and doors;
- Clean face basins, mirrors and all chrome surfaces;
- Sweep and mop floors (including corners) using appropriate cleaning materials;
- Clean and sanitize toilet seats (including base), bowls, and urinals (including base) using appropriate cleaning materials;
- Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
- Clean exposed plumbing fixtures;
- Clean inside and outside of doors kick plates, and knobs;
- Remove graffiti from partitions, walls, etc. **Note:** Any graffiti that is non-removable shall be reported upon discovery to the County's Contract Project Monitor by the next day.

11.2 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
- High and low dust all furniture, including desks, tables, file cabinets, chairs, window sills and ledges, shelves, bookcases, hanging signs, and other dust catching surfaces;
- Clean all glass tops, vinyl and plastic chairs;
- Remove fingerprints and smudges from desks, table tops, walls, doors, door facings, etc.;
- Clean and disinfect telephone receivers and base of instrument;
- Clean book drops and mail slots;
- Sweep and mop (including corners) all non-carpeted floor surfaces (including under the mats);
- Vacuum all carpeted areas (including corners);
- Clean all windows to a height of 6 ft or less;
- Sanitize and polish water fountains;
- Clean doors (including both sides of glass), windows and frames, glass partitions, and display cases which are freestanding or mounted to walls;
- Clean and polish all metal surfaces, such as frames, door handles, railings, etc.;
- Clean front interior entrance, door mats and surrounding areas;
- Spot clean upholstered furniture where needed;

- Spot clean carpet where needed;
- Spot clean partition panels, wall coverings where needed;
- Remove graffiti from interior walls, etc. **Note**: Any graffiti that is non-removable shall be reported to the County's Contract Project Monitor the next day upon discovery.

11.3 LUNCH ROOM AND LOUNGE

- Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
- Clean all soap dispensers and paper towel dispensers;
- Refill all soap and paper towel dispensers;
- Clean all tables, chairs, cupboards (exterior), refrigerators, stoves, and microwaves;
- Clean sinks, counter areas and chrome fixtures;
- Sweep and mop (including corners) all non-carpeted floor surfaces;
- Vacuum all carpeted areas (including corners);
- Clean all windows to a height of 6 ft or less;
- High and low dust all tables, cabinets, window sills, window ledges and appliances;
- Spot clean walls where needed;
- Remove graffiti from doors, walls, etc. **Note:** Any graffiti that is non-removable shall be reported upon discovery to the County's Contract Project Monitor by the next day.

11.4 LOBBIES, CORRIDORS, AND ELEVATORS

- Sweep and mop (including corners) all non-carpeted floor surfaces;
- Vacuum all carpeted areas (including corners);
- Spot clean carpet where needed;
- Clean entrance door (including both sides of the glass) and partition glass;
- High and low dust all dust catching surfaces;
- Clean walls, doors, handles and tracks;
- Spot clean walls where needed;
- Remove graffiti from doors, shelves, walls, etc. **Note:** Any graffiti that is non-removable shall be reported upon discovery to the County's Contract Project Monitor by the next day.

11.5 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Remove trash in the parking lot such as cans, bottles, paper, wrappers, gum, etc.;
- Remove trash and sweep walkways and all adjacent areas of building (including planters);

- Empty and wipe all outside trash receptacles, and cigarette urns (where applicable);
- Clean outside book drops and mail slots.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed ***weekly*** (unless otherwise stated) during hours the library facility is not open to the public. The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of assignments.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and polish circulation desk, tops and sides;
- Dust window blinds;
- Clean all baseboards;
- Clean handrails;
- Sweep all steps.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks and all adjacent walkways of the building.

13.0 ANNUAL SCHEDULED MAJOR CLEANING SERVICES

Within thirty (30) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Annual Major Cleaning Services Schedule for each library facility. This schedule shall list the month and week that each Major Cleaning Service shall be conducted and must be strictly adhered to. In the event services are not completed within a five (5) day grace period, liquidated damages will be assessed. Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*.

If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must present the schedule change with an explanation in writing to the County via fax, mail, or email. Any changes must be approved by the County's Contract Project Manager.

The Contractor shall notify the County's Contract Project Monitor via phone, fax, or email five (5) business days before the Major Cleaning is performed at each library facility to ensure that the library staff is notified to prepare for the major cleaning. The Contractor employee shall leave a **Custodial Services Major Cleaning Monitoring Report** Form (Attachment II) on the circulation desk of each library facility serviced. In addition, the Contractor shall fax a copy to the County's Contract Project Monitor on the day following the completed service.

Note: Deviation from the utilization of the Custodial Services Major Cleaning Monitoring Report Form (Attachment II) shall result in liquidated damages as indicated in the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS).*

All completed services shall be evaluated and approved by the Community Library Manager of each library facility. Confirmation of services ***shall not*** be acknowledged by the County until a signed copy by the Community Library Manager has been received by the County's Contract Project Monitor.

The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of assignments.

The following Major Cleaning assignments are to be completed during the hours the library facility is not open to the public. **Note: Alternate schedule requires prior approval by the County's Contract Project Manager**.

13.1 FLOORS

- Strip and wax/seal floors every three (3) months (four times a year);
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
- Wax/seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
- Return all furniture to its original position after the floors are cleaned.

13.2 CARPET

- Shampoo carpet every three (3) months (four times a year);
- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types;
- Return all furniture to its original position after the carpet is shampooed.

13.3 WINDOWS (Interior and Exterior)

- Clean all windows and glass every six (6) months (two times a year);
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
- Clean thoroughly all windows and glass using appropriate cleaning materials;
- Clean thoroughly all window sills and ledges;
- All windows are to be cleaned with no inconvenience to the library staff.

13.4 CEILING AIR VENTS

- Clean ceiling air vents every six (6) months (two times a year);
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
- Remove and clean thoroughly all covers using appropriate cleaning materials;
- Vacuum air vents thoroughly.

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) once a year;
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials;
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County's Contract Project Monitor by the next day.

13.6 WINDOW BLINDS

- Clean window blinds every six (6) months (two times a year);
- Dust and clean thoroughly all window blinds using appropriate cleaning materials.
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;

13.7 FURNITURE

- Shampoo upholstered furniture and clean plastic and vinyl covered chairs every four (4) months (three times a year);
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types;
- Clean thoroughly all plastic and vinyl covered chairs using appropriate cleaning materials.

14.0 SUPPLY REQUIREMENTS

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day (Contractor is responsible to monitor/evaluate the needs of the individual library and provide sufficient supplies).

The Contractor shall provide supplies that are commercial grade and meet the required specifications listed below.

The Contractor must provide samples of supplies that will be used for the library facilities during the pre-job conference.

- Must provide white toilet paper (roll) – 2 ply, manufactured by Crown Zellerback 135 soft plus or equal;
- Must provide toilet seat covers of a high quality, capable of fitting various dispensers in each library facility;
- Must provide commercial grade liquid hand soap for all dispensers;
- Must provide paper towels manufactured by Crown Zellerback or equal that is capable of fitting various dispensers in each library facility;
- Must provide diaper changing liners that are manufacturer 's recommendation or equal;
- Must provide deodorant cakes and/or deodorizers upon County's Contract Project Monitors request only.

15.0 CUSTODIAL SERVICE MONITORING REPORTS

The library staff will track and report any deficiency(ies) that are found within their library facility to the County's Contract Project Monitor using the **Weekly Custodial Monitoring Report Form** (Attachment V). The Weekly Custodial Monitoring Report Forms are submitted by fax to the County's Contract Project Monitor by the library staff weekly, however, the *Weekly Custodial Monitoring Report* can be submitted daily. The Contractor will be notified for corrective action. The Contractor is responsible to ensure that the deficiency(ies) are addressed and corrective action is taken within the appropriate time frame when notified by the County's Contract Project Monitor. The Contractor shall fax, mail, or email confirmation of the corrective action taken to the County's Contract Project Monitor. Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary* (PRS) for non-compliance.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the *Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for

the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.45 - Termination for Convenience*.

17.0 GREEN INITIATIVES

17.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

17.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

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