



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone (626) 458-5100
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE

February 13, 2018

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 February 13, 2018

LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACT
DEVELOPMENT SERVICES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
GRAFFITI REMOVAL SERVICES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to award a service contract for graffiti removal services within the unincorporated areas of Supervisorial District 3.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract for graffiti removal services in Supervisorial District 3 to Woods Maintenance Services, Inc., dba Graffiti Control Systems, a Local Small Business Enterprise. This contract will be for a period of 1 year commencing on March 1, 2018, or upon the Board's approval, whichever occurs last, in an annual amount not to exceed \$40,896 with three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$184,032.

4. Authorize the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Woods Maintenance Services, Inc., dba Graffiti Control Systems has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.
5. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide graffiti removal services within the unincorporated areas of Supervisorial District 3. The work to be performed will consist of removing graffiti by using chemical solvents, pressure washing, painting on various surfaces to remove or cover the graffiti, and to perform paint-out projects to maintain the area free of graffiti. The Department of Public Works Graffiti Abatement Program's goal is to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended contractor has the expertise to provide these services accurately, efficiently, timely, in a responsive manner, and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The annual contract sum is \$40,896 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract with a maximum potential contract sum of \$184,032 if all optional renewals are exercised. The estimated cost of the contracted work is based on Public Works' estimated annual requirements for the services at the monthly prices quoted by the contractor.

This contract will be for a period of 1 year commencing on March 1, 2018, or upon the Board's approval, whichever occurs last, in an annual amount not to exceed \$40,896 with three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$184,032.

Funding for these services are included in the Public Works General Fund, Road Fund, and Special Road District 3 Fund Fiscal Year 2017-18 Budgets. When the need arises for services under this contract, financing the required services will be from the appropriate funding source. Total annual expenditures for these services, however, will not exceed the program aggregate amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Woods Maintenance Services, Inc., dba Graffiti Control Systems, located in North Hollywood, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will be for a period of 1 year commencing on March 1, 2018, or upon the Board's approval, whichever occurs last. With the Board's delegated authority, the Director of Public Works or his designee may renew the contract for three 1-year renewal options, and a month-to-month extension for up to 6 months for a maximum potential total contract term of 54 months.

The contract has been executed by Woods Maintenance Services, Inc., dba Graffiti Control Systems and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, the Request for Statement of Qualifications (RFSQ) for the contracted services was submitted on February 15, 2015, to the appropriate union for review. Subsequently, the Invitation for Bids (IFB) for these services was submitted on May 23, 2017, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees prevailing wages under the California Labor Code for prevailing wage work and the living wage rate in compliance with the County's Living Wage Ordinance for nonprevailing wage work. The contractor has agreed to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow Cost-of-Living Adjustments for the three option years.

A Department-wide contract analysis is currently underway to determine possible alternate service delivery through permanent County labor. We expect to complete our analysis and brief the Board on our findings by the end of March 2018.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

A notice of the RFSQ for graffiti removal services was released twice, once on February 23, 2015, and again on March 20, 2017. Eight Statements of Qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Two of the eight statements received were disqualified because the statements were incomplete and nonresponsive. Six of the eight statements met this RFSQ's mandatory requirements. These six statements were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The committee's evaluation was based on criteria described in the RFSQ, including experience and work plan. Based on this evaluation, two of the six Statements of Qualifications did not receive a score equal to or above the evaluation's minimum passing score and were ineligible to be placed on the qualified list. The remaining four statements received a passing score and were placed on the Qualified Contractors List.

On June 14, 2017, a notice of the IFB was e-mailed to the four vendors on the Qualified Contractors List that resulted from the RFSQ for graffiti removal services. Advertisements and outreach activities were conducted during the RFSQ process, which included placing an advertisement in the Los Angeles Times and a notice of the IFB on the County's "Doing Business With Us" website, (Enclosure B), Public Works' "Business Opportunities" website and Twitter. Also, Public Works informed 1,243 registered Local Small Business Enterprises and 113 independent contractors and Community Business Enterprises about this business opportunity.

On July 24, 2017, one bid was received. The bid was first reviewed to ensure it met the minimum mandatory requirements in the IFB. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible bidder, Woods Maintenance Services, Inc., dba Graffiti Control Systems, a Local Small Business Enterprise, located in North Hollywood, California. Public Works believes the bidder's price is reasonable for the work requested.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies of the contract to the Department of Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

2/13/2018

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC.
d.b.a. GRAFFITI CONTROL SYSTEMS

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 3
(2017-PA020)

78798

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1 Bid Submission Instructions**
- EXHIBIT G Location Map**

AGREEMENT FOR
GRAFFITI REMOVAL SERVICES DISTRICT 3
(2017-PA020)

THIS AGREEMENT, made and entered into this 13th day of FEBRUARY, 2018, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., dba GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 23, 2015, and Bid Submission filed with COUNTY on July 24, 2017, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 3 (2017-PA020).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$40,896 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on March 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.

The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

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

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

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

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

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

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Jair Kuehl*
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *Judy Head*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 FEB 13 2018

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole Suzuki*
Deputy

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

WOODS MAINTENANCE SERVICES,
INC., DBA GRAFFITI CONTROL
SYSTEMS

By *B K Woods*
Its President

BARRY K. WOODS
Type or Print Name

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By *Judy Head*
Deputy

By *Shirley W. Woods*
Its Secretary

Diane W. Woods
Type or Print Name

78798

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LOS ANGELES }

On 11/22/17 before me, JOSHUA J. WOODS,
(Here insert name and title of the officer)

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

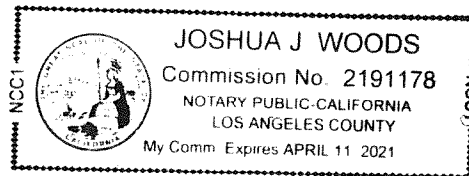
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joshua J. Woods

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Graffiti Removal

(Title or description of attached document)

Services District 3 2017-PA020

(Title or description of attached document continued)

Number of Pages 4 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Pres & Sec
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

SCOPE OF WORK

GRAFFITI REMOVAL SERVICES DISTRICT 3

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, or adechellis@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

B. Work Locations

The Work location under this Contract is District 3 as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 3.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 3, according to the Specifications of this Contract.

Fiscal Year	Number of Tags Removed – District 3
FY15/16	1,670
FY14/15	1,780
FY13/14	1,630
FY12/13	920

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects as requested by the PM or Designee. Paint out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works Graffiti Abatement Program's goal is to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if graffiti marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The

potential for notoriety and recognition, a key motivator for graffiti vandals is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this Contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations and painters' performance. The Contract Monitor is the "designee" of the PM, they patrol the areas, identify and report graffiti, monitor the work done by the contractor, act as the point of contact for constituent referrals and complaints, and issues relating to the Contract, work, and Contractor crews. They manage the area covered in the Contract on behalf of the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of Contract work locations, the abatement areas, graffiti removal methods and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

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

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross outs) within 24 hours 7 days a week, upon notification.
 - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, 7 days a week, upon request.
 - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5th day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works
Land Development Division
Graffiti Abatement Section
Attention Ms. Arienne DeChellis
900 South Fremont Avenue
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out projects over walls, as well as murals (murals shall only be removed with authorization from the PM - see paragraph BB. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), scaffolds, and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:
 - a. OFF-B Off-B, graffiti remover - liquid form
 - b. 3M™ Citrus Base Industrial Cleaner
 - c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, the Contractor shall reject the work order, and email picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol, and provide corrective instruction to its personnel if they are removing graffiti improperly. Additionally, the Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, the Contractor shall notify Public Works immediately. In addition, if the Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System (GARS) and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height, on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.
5. All crews shall receive a minimum of one eight-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of Subcontractors shall be deemed a material breach of Contract unless expressly authorized in writing by the PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non County owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.
5. Chainlink Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, The Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: The Contractor must be responsible for removing graffiti reported or found on trees. The Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.
12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor believes that pressure washing may damage it, the Contractor will contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint over color shall match the surrounding part of the fence.
15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand. No pressure washing will be utilized.
16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.
17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. Electrical boxes, traffic control boxes, telecommunication boxes, etc., (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees, to use private property for removing graffiti, eating, coffee breaks, or any other reason; or use water or electricity from such property without written permission from the owner. If, for any reason, the Contractor finds it needs to encroach upon private property in order to remove graffiti the Contractor shall first obtain written permission from the owner and provide evidence of such

permission in writing to the PM or designee prior to entering upon such lands. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. The Contractor shall be paid for additional work in accordance with the rates submitted in the Form PW-2, Schedule of Prices. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or his designee, the additional work and/or areas may be added to the Contract by amendment or change order.
2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from this service shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable federal, state and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the

Contractor shall immediately notify the PM. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. The Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to Federal, State, and local laws.

S. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program

and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

T. Responsibilities of Public Works

The Director, acting through the PM or other designee shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under Contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld in accordance with the schedule of liquidated damages under Item X if any terms and conditions of this contract are not complied with by the Contractor.

U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles
Department of Public Works
Cashier's Office
900 North Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005 Solid Waste Management
WM 006 Hazardous Waste Management
WM 009 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

- NS 008 Vehicle and Equipment Cleaning
- NS 009 Vehicle and Equipment Fueling
- NS 010 Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within 3 days at the Contractor's expense and to the satisfaction of the PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the annual price.

W. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all Federal, State, and local laws and regulations, which are applicable to the work.

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from the Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a Federal, State, regional, or local regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency

Scope of Work - EXHIBIT A

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
Insurance certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	0%	100% inspection on a periodic basis	All contract remedies reserved	All contract remedies reserved
Employees well oriented to job	Employees must have thorough knowledge of requirements under this contract.	0%	100% inspection on a periodic basis; complaints.	10% of total monthly amount of contract cost.	\$50 for each employee not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
Respond to complaints, requests and discrepancies	Respond within the time frame outlined in the specifications.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per complaint not responded to within the time frame outlined in the specifications

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday. Upon notification	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$5 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Reporting of graffiti removed	Graffiti requests for removal closed within 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California-issued Contractor's license throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California-issued Contractor's License may lead to Contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the PM.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any murals unless advised by Public Works or PM to do so.

CC. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work shall be included in the monthly price quoted by the Contractor in Form PW-2, Schedule of Prices.

DD. Request of Work from Contractor

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

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

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

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

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

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for service contracts solicited by the County.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of 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 must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request 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

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.

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

II. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member

of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

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

D. General Insurance Requirements

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

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

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

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

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

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

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

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

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

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which is provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review

the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of 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 Contractor pays the Employee any amount for that time or if California law requires 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 Contractor and 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 Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,

shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County

after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation. |
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite

notices required by 8 California
Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

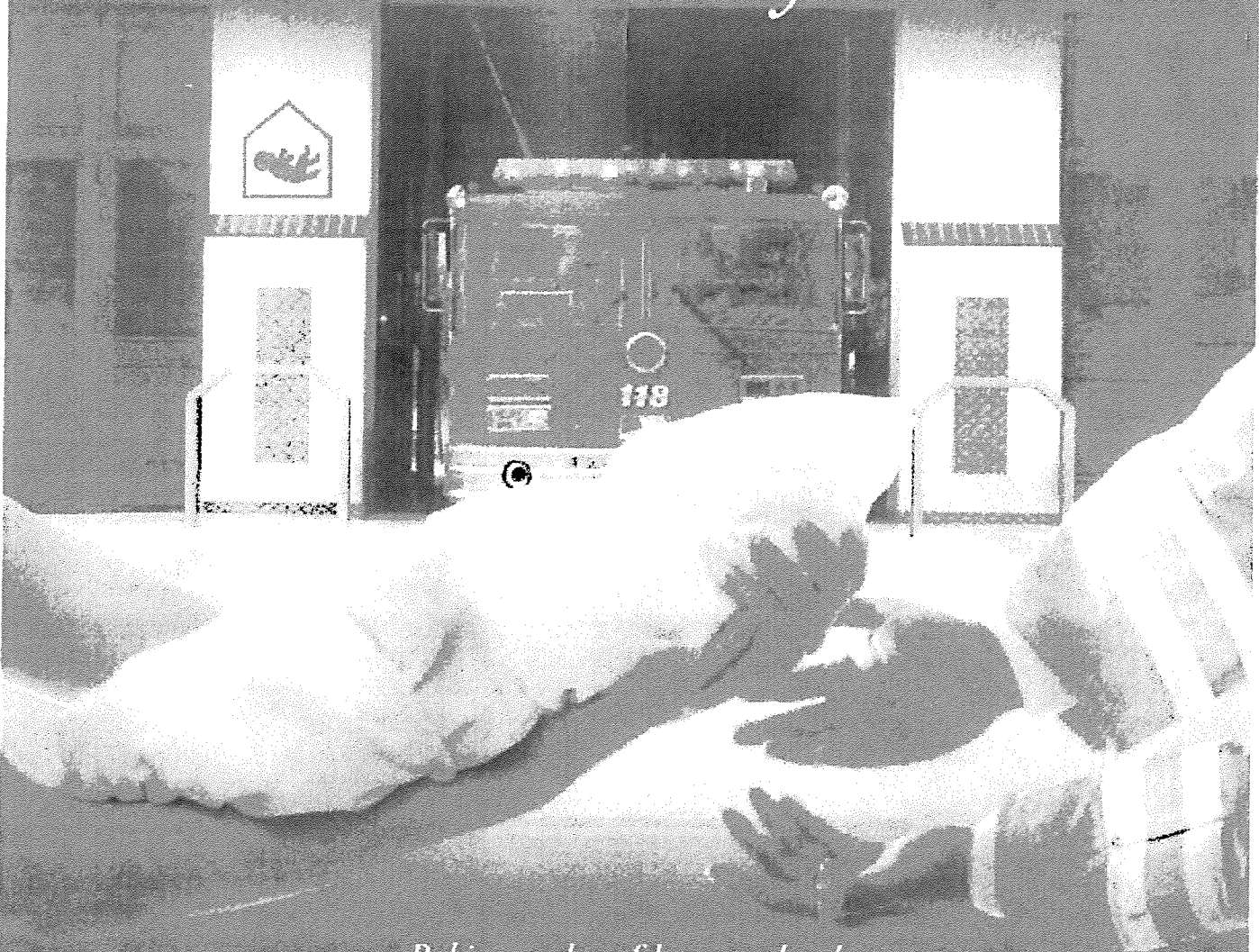
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 20599I

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

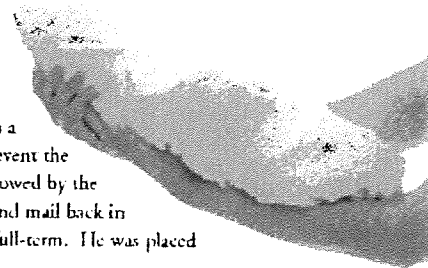
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

**ENCLOSURE B
EXHIBIT F.1**

Bid Submission Instructions

1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.

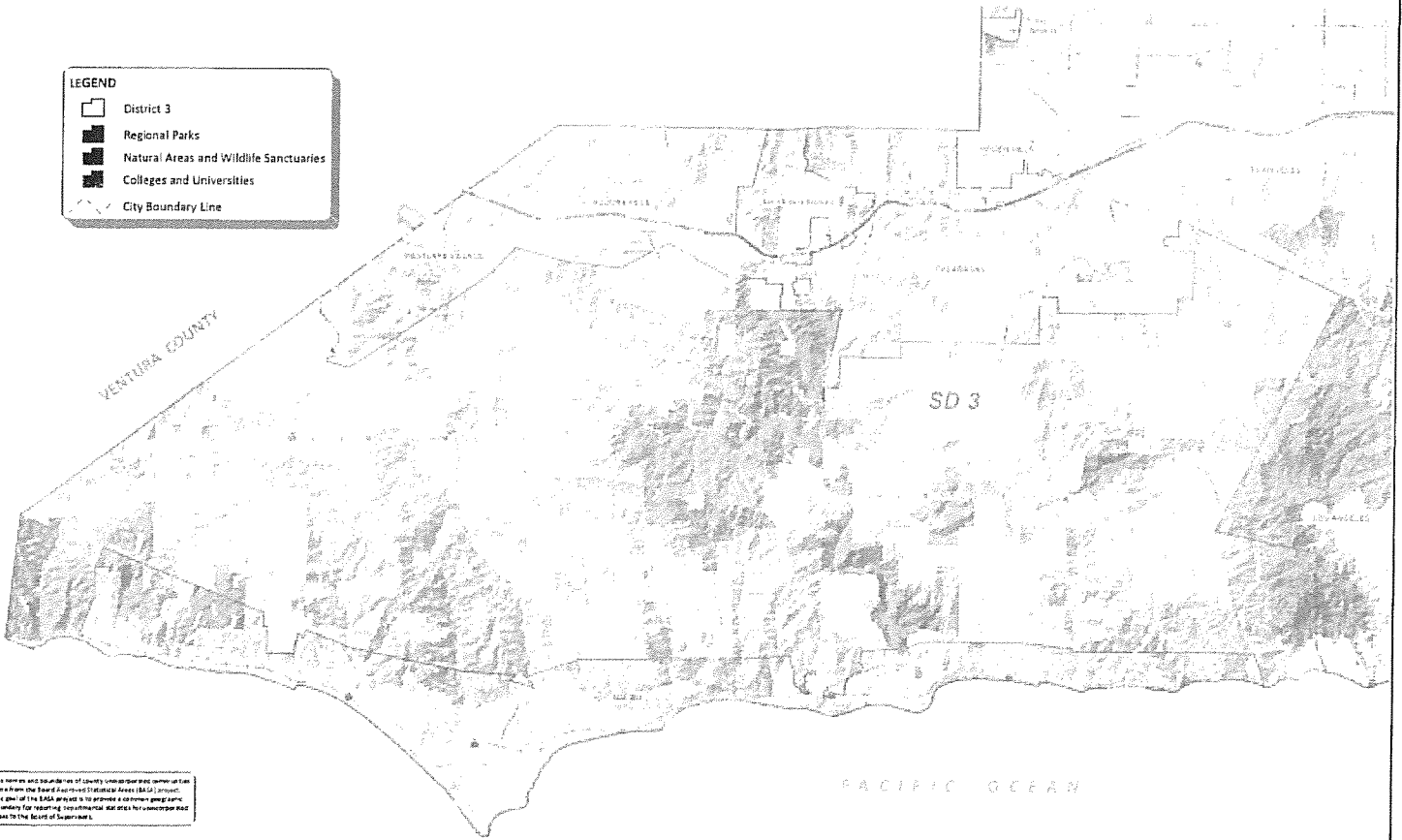


LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES EXHIBIT G / DISTRICT 3



LEGEND

- District 3
- Regional Parks
- Natural Areas and Wildlife Sanctuaries
- Colleges and Universities
- City Boundary Line



The names and boundaries of County subdivisions shown on this map were the Board of Supervisors' decision as of January 1, 2000. The goal of the GIS is to provide a current geographic boundary for reporting governmental activities for each geographic area shown on the Board of Supervisors.



WOODS
MAINTENANCE
SERVICES, INC.

dba GRAFFITI CONTROL SYSTEMS



**COUNTY OF LOS ANGELES
STATEMENT OF QUALIFICATIONS
FOR GRAFFITI REMOVAL SERVICES
(2015-SQPA002)**

April 9, 2015

Woods Maintenance Services, Inc.
dba Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, California 91605
(800) 794-7384

<http://www.graffiticontrol.com> sales@graffiticontrol.com

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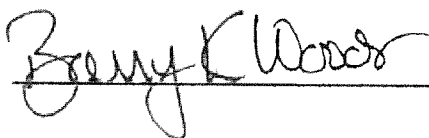
<u>ITEM</u>	<u>DESCRIPTION</u>
1.	Title Page
2.	Table of Contents
3.	Letter of Transmittal
4.	Support Documents for Corporation
5.	Experience
6.	Work Plan
7.	Quality Assurance Program
8.	Subcontractors
9.	Financial Resources - <i>[CONFIDENTIAL – DO NOT COPY]</i>
10.	Licenses and Certifications
11.	Insurance
12.	Record Keeping
13.	Forms Lists (PW & LW Forms)
14.	Living Wage Ordinance
15.	Additional Information <ul style="list-style-type: none">• Equipment Information• Reference Letters• Sample Quality Control & Work Order Forms• Sample Pictures of Before and After Graffiti Removals• Safety Program• Sample Photo Identification• Write On, Right Off™ screen shots of smart phone and web application

3. LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc., DBA Graffiti Control Systems to sign on behalf of and bind said Contractor to Los Angeles County. Further, the undersigned has read all bid documents and attachments and affirms his understanding of them.

Further, Woods Maintenance Services, Inc., is duly licensed to transact business within the state of California and is presently licensed by the Contractors State License Board to perform all of the annotated services. Contractor License # 741322 is valid for the B, C33, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, and expires October 31, 2015.

Proposer **Woods Maintenance Services, Inc. dba Graffiti Control Systems**

Signature  _____

Name / Title **Barry K. Woods - President**

7260 Atoll Avenue • North Hollywood, CA 91605

(818) 503-8240 bkw@graffiticontrol.com

Jeff Woods – General Manager

(818) 764-2515 jwoods@graffiticontrol.com

Date **March 18, 2015**

Federal Employer ID # **95-4643637**

CSLB License # **741322**

4. SUPPORT DOCUMENTS FOR CORPORATION

State of California
Secretary of State
CERTIFICATE OF STATUS

ENTITY NAME:

WOODS MAINTENANCE SERVICES, INC.

FILE NUMBER: C1983206
FORMATION DATE: 04/25/1997
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 10, 2015.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

TFP



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F391138

FILED

In the office of the Secretary of State
of the State of California

FEB-02 2015

This Space for Filing Use Only

1. CORPORATE NAME

WOODS MAINTENANCE SERVICES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1983206

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

02/02/2015

BARRY K WOODS

PRESIDENT

Barry K Woods
SIGNATURE

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE



State of California
Secretary of State



STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)				S
C1983206 Woods Maintenance Services, Inc.				
DUE DATE:				
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)				
2. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)				
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
7260 Atoll Avenue	North Hollywood	CA	91605	
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE	
		CA		
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)				
13. NAME OF AGENT FOR SERVICE OF PROCESS				
Barry K. Woods				
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE	
		CA		
TYPE OF BUSINESS				
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
Contractor				
16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
1/25/10	Barry K. Woods	President		
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE	
				APPROVED BY SECRETARY OF STATE



State of California

Secretary of State

Confirmation of Receipt of Document/ Receipt for Payment

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Transaction ID:	1016410578B2A347A-D322-3ABB-B82E-F5783821267D
Confirmation #:	095910
Charge Description	E-file Statement of Information for C1983206
Name:	Woods Maintenance Services, Inc. Jeffrey Woods
Address:	22431 Califa Street
Address Line 2	
City/State/Zip:	Woodland Hills, CA 91367
Phone:	818-716-8848
Email:	jwoods@graffiticontrol.com
Amount:	25.00
E-File Session:	2236257
AVS Response:	Y
Date/Time:	2/8/2011 7:59:23 AM

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Copies of filings after submission may be requested using our [Business Entities Records Order Form](#).

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor – and pay an exorbitant fee – in order to file official documents with our office.

These solicitations are asking for fees of up to \$495 to file various documents with our office – documents that, in most cases, have a filing fee of \$25 for Statements of Information at most and \$0 for termination documents.

A Customer Alert on our website at www.sos.ca.gov/business/be/alert-misleading-solicitations.htm

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 25th day of April, 1997,

WOODS MAINTENANCE SERVICES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

October 22, 1998



Bill Jones

Secretary of State



JIM JONES
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

"To enrich lives through effective and caring service"

March 05, 2014

BARRY K WOODS
WOODS MAINTENANCE SERVICES INC
GRAFFITI CONTROL SYSTEMS 7260 ATOLL AVE.
NORTH HOLLYWOOD, CA 916054104

Vendor #: 05696501

Dear BARRY K WOODS:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on April 30, 2016.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

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

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

JIM JONES
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

JJ:DCJ/ct

5. EXPERIENCE

COMPANY BACKGROUND

Attached is our response to the Los Angeles County Department of Public Works Request For Statement of Qualifications for providing graffiti removal services (2015-SQPA002) within the County of Los Angeles. In accordance with the Minimum Mandatory Requirements of the RFSQ, Woods Maintenance Services, Inc., dba, Graffiti Control Systems is licensed by the Contractors State License Board with a B, **C33**, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, active and current, has a managing employee with nearly 40 years experience in providing graffiti removal services, and will not employ the use of any subcontractors.

We believe we are uniquely qualified to provide these services for the County. Beginning in the late eighties, our Company was the first to offer "fixed fee" graffiti removal and abatement services. Since that time, we have established an unparalleled record of maintaining clean properties throughout California, and parts of Texas and Nevada, for both the public and private sectors.

Woods Maintenance Services, Inc., started out under its original corporate name of D & B Maintenance Service, Inc., as a janitorial maintenance contractor in 1975, reorganizing under its current name in 1997. When the company was created, we knew immediately that in order to have a successful business, we would need to not only work harder than everyone, we would need to work better. To that end Woods Maintenance Services, Inc. has always thought about how we can provide the most value to the client, while also trying to anticipate our clients' future needs and requirements. In 1975, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks and office buildings, with a minor workload of graffiti removal on their exterior facades. As we became more and more experienced and skilled, those future needs came sooner than we were expecting. However, because we have always adhered to the edict that our most important assets

are our staff and our clients, we were able to adapt to what our clients' work needs required and what services our staff was capable of providing. This way of thinking and operating continues to this day, and is the primary reason we have continued to be successful as we approach our 40th Anniversary.

In 1976 the company grew to include landscape and irrigation maintenance and became licensed to perform high pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was at this time, while we were members of the Chamber of Commerce that we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes to clean and maintain specific business districts.

Woods Maintenance Services was also one of the first private contractors to perform weed, vegetation and debris removal along active and inactive railroad right of ways, as well as freeways and flood control channels. In fact, we were the first contractor to employ the use of street sweepers in the flood control channels to assist crews with trash removal. We performed these services for multiple Southern California transit authorities, including Metrolink, OCTA, SCRRA, and MTA, and for other public agencies including CalTrans and the Los Angeles County Department of Public Works

As graffiti increased throughout Los Angeles and the country, a new division, Graffiti Control Systems, was formed to specifically address this out of control problem. Through trial and error and a great deal of research and beta testing, Graffiti Control Systems, became the first graffiti abatement contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness. Not wanting the future to pass us by, we have created our own web and smartphone application for graffiti removal, tracking, and reporting services—Write On, Right Off™—which is available for free for all contract cities, agencies, and the public at large.

Graffiti Control Systems' sister company, Hydro Pressure Systems, is one of the largest licensed pressure washing contractor in the state, and for nearly 40 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Graffiti Control Systems presently has multiple contracts with the City of Los Angeles to perform multiple maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, GCS regularly pressure washes the following tunnels: LAX (Sepulveda Tunnel), Van Nuys Airport (Sherman Way Tunnel), the 2nd Street Tunnel (Downtown LA), and the Mulholland Tunnel (near the 405). In addition to our long standing contract with the Office of Community Beautification for citywide graffiti removal, we also provide graffiti removal and pressure washing services for the Los Angeles City Public Libraries. For the City of Glendale, we were contracted to handle the street sweeping and sidewalk cleaning along Brand Avenue, adjacent to the Americana. In partnership with CalTrans and MTA, GCS performed emergency Tunnel Cleanings for the multiple tunnels on the northbound 110 Freeway between Downtown LA and the 5 Freeway. GCS has swept and pressure washed the sidewalks in Westwood Village, Van Nuys Boulevard in Van Nuys and Main and Spring Streets in downtown Los Angeles. In addition to recovering trash, debris and litter, we were responsible for emptying all street-side trash receptacles and replacing the liners on a daily basis, as well as removing graffiti from public property.

Fourteen years ago, our company was awarded and has been performing under an LA County contract for the Whittier Boulevard Enhancement Program, whereby all graffiti is abated, trash receptacles emptied, trash, weeds and debris removed and sidewalks and gutters pressure washed on a daily basis. Previously, we have held multi-year contracts for the Hollywood Boulevard Walk of Fame, Reseda Boulevard, Fairfax Avenue, Broadway BID and Ventura Boulevard in Sherman Oaks. We were chosen as the contractor to perform the high pressure washing services/graffiti abatement protocols required for the Cities of Coronado, Palm Springs, Whittier and West

Hollywood, as well as the primary vendor for the 1984 Olympics, the LAX Terminal Jetway cleaning, and the Democratic National Convention in 2000. We also served as a subcontractor for Kiewit on their 405 Sepulveda Pass Project for both Carmageddon I and II to abate graffiti and paint out the temporary k-rails.

At present, Graffiti Control Systems is under contract with the cities of Los Angeles, Diamond Bar, Tustin, San Gabriel, Santa Monica, Arcadia, Temple City, and South Pasadena, as well as Los Angeles County. As the current contractor for the MTA we are charged with keeping all of the transit properties free of graffiti, weed, trash and debris throughout the county. Further, we also have a contract with MTA for providing landscape and irrigation maintenance services for over 179 Metro properties located throughout Los Angeles County.

With our 40th Anniversary quickly approaching, we are proud to have brought a great many "firsts" to the service industry:

- 24 hour graffiti removals upon request
- application of anti-graffiti protective coatings
- only authorized company to abate and apply protective coatings to murals within the City of Los Angeles
- first to test and utilize portable spectrophotometers in the field
- first contractor to go "green" with graffiti removal chemicals and water recovery and recycling
- instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative types of abatements
- first contractor to offer glass polishing for windows etched by vandals
- first contractor to use a relational database for entering, tracking and reporting graffiti incidents
- first contractor to use a real time tracking and reporting system for graffiti incidents
- first contractor to use sweeper trucks in the flood control channels to assist the crews with trash removal

Currently, most of what Woods Maintenance Services has pioneered, has been adopted by other contractors and municipal departments in monitoring their contracts.

Woods Maintenance Services has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above standard pay-scale, and a working environment that fosters pride and responsibility; these are the hallmarks of a successful company, one that will endure another 40 years.

Cities, counties, public agencies, office buildings, industrial parks, individual businesses and homeowners rely on us daily to respond to their needs and restore their property to a pristine condition. Whether it is graffiti abatement, landscaping, or weed, trash and debris removal, cleanliness is a highly charged subject. The public's first perception of a facility, business or city is based on its initial and continuing awareness of how clean that area appears. If it is neglected, it encourages more abuse and fosters the broken window syndrome. Woods Maintenance Services, Inc., excels in the immediate and professional response to any disruption to the cleanliness of the facilities it is charged with maintaining.

We feel that our staff, work plan, experience, professionalism and equipment can provide the Los Angeles County Department of Public Works with the best in Graffiti Removal Services.

OVERVIEW OF COMPANY & STAFF

Barry K. Woods

OWNER/PROJECT MANAGER

39 years of maintenance experience, including graffiti abatement, exterior hard surface maintenance, landscape maintenance and masonry restoration. Seeks better and more productive methods to accomplish company goals. Interfaces with Contract Administrators to obtain feedback and adjust methodology.

Rene Lopez
Enrique Lopez
Jose Morales
Antonio Morales
Angel Paniagua
Mario Acosta
Memo Acosta
Jeff Woods
Josh Woods

PROJECT SUPERVISORS

157 years of combined field work experience in all aspects of contract maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On site on daily basis, handles initial calls for emergency service, and follows up upon completion. Provide daily quality control and assurance.

Doris Lemaire
Connie Perez
Marina Lopez

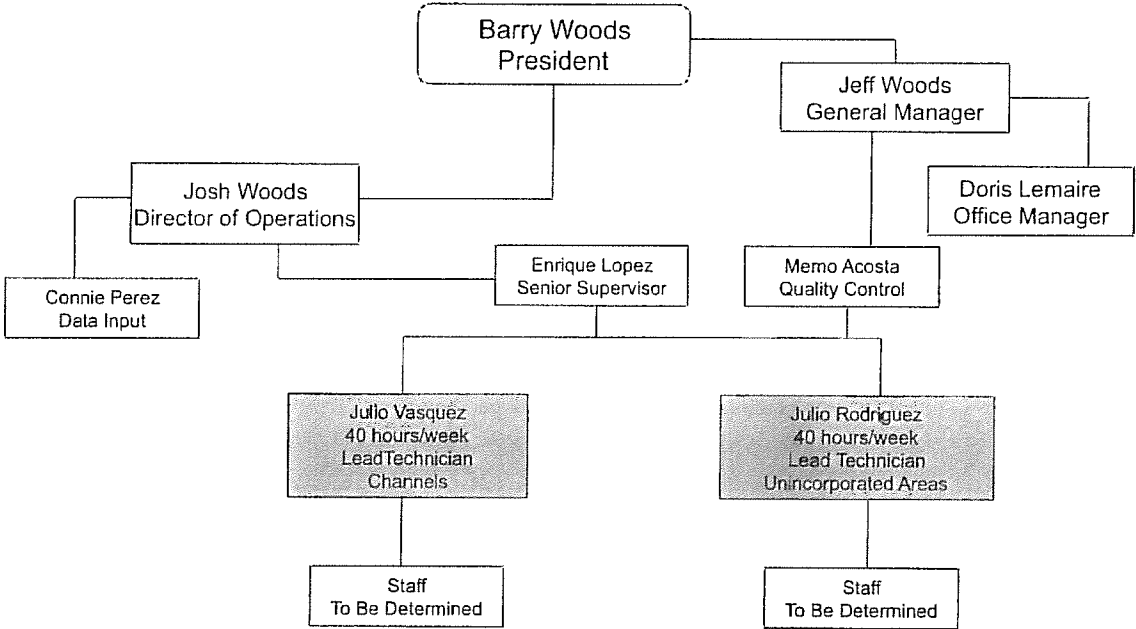
ADMINISTRATIVE ASSISTANTS

41 years of combined contract expediting. Oversee all dispatching of survey and maintenance crews, coordinate field assignments, handle day to day contact with municipal personnel and businesses of contract communities. Coordinate extra work, emergency assignments, and inspection procedures. Maintains all reports and database entries.

FIELD STAFF

With over 140 full time employees, Woods Maintenance Services has 80 employees that have been trained as graffiti removal technicians, capable of surveying, locating, and recording graffiti sites, matching colors on-site, and painting over the vandalized areas. In addition, all are qualified and certified to operate high pressure washers for water blasting removals, and all have been trained in the safe and proper use of graffiti removal chemicals.

WOODS MAINTENANCE SERVICES, INC.
(2015-SQPA002)
Organizational Chart



RESUMES FOR KEY STAFF

BARRY K. WOODS

EXPERIENCE

President 10/75 – Present
39 years of maintenance experience, including graffiti abatement, maintenance of hard surfaces, landscape maintenance, tree trimming and trash and debris removal. Instituted new and improved methods of abating graffiti, faster response times and better tracking protocols. Handles purchasing and tasks assignments with Operations Manager and Project Supervisors through weekly meetings. Overall responsibility for all contracts and interfaces with Project Managers and all public agencies. Member of multiple trade organizations and is qualified to instruct workers on BNSF properties. Is railroad worker qualified.

CLIENTS

Currently oversees all corporate assignments.

EDUCATION

Attended University of California at Los Angeles as an undergraduate, graduating in 1971. Attended UCLA graduate school, receiving degrees and credentials in 1974.

JEFFREY WOODS

EXPERIENCE

General Manager 7/03 – Present
Oversees staff of 140+ employees. Conducts daily safety briefings, dispatches and oversees multiple crews at multiple locations. Organizes and assigns vehicles and equipment, manages maintenance and repair of equipment. Maintains all databases, reports and logs of work performed. Operates pressure washers, cranes and heavy equipment as needed, trains personnel in safe operation of all equipment. Interfaces with Contract Administrators to obtain work assignments, and verify completion of all tasks. Purchases equipment and advises and researches new and more efficient equipment for contracts.

Crew Leader - Foreman 9/95-7/03
Supervised a crew of eight handling weed, trash and debris removal for transportation agencies. Maintained records and logs, oversaw equipment and vehicles assignments and maintenance. Initiated safety training for new hires and conducted weekly safety meetings. Trained in operation, use and maintenance of heavy equipment. Scheduled crews and allocated resources to maintain contract compliance.

CLIENTS

Has direct oversight of City and County contracts, interfaces with Supervisors, and liaison with City and County contract administrators.

EDUCATION

California State University - Northridge, Northridge, California.
Received B.S. degree in Business Management.

Josh Woods

EXPERIENCE

Director of Operations 1/10 – Present
Maintain a database of all current and past contracts and representatives. Liaison with city, county, agency, and private business personnel to find better ways to conduct our various businesses. Work closely with general manager and human resource department to handle all employee issues, including hiring and scheduling. Weekly supervision of various crews in the field, including, trash and debris removal, graffiti abatement, call box maintenance, and pressure washing, to ensure quality control. Leads in-house safety and training courses with senior supervisors.

Quality Control Manager 5/09-12/09
Spent time with each of our then 80+ employees to get their input as to how to more effectively and efficiently conduct business. Implemented inventory controls to maintain better records and avoid wasteful spending. Found new ways to cut spending on our fixed-cost items, including: using a fleet gasoline service, and subcontracting our vehicle maintenance.

CLIENTS

Act as a representative to contract administrators in fulfilling their requests and concerns.

EDUCATION

University of Michigan, Ann Arbor 9/89-5/93
Bachelor of Arts---Communications

DORIS LEMAIRE

EXPERIENCE

Office Manager

7/94 – Present

Handles all job assignments and crew reassignments. Maintains all databases, billing and labor reports. Prepares all certified payrolls, LWO certifications, and Monthly Employee Utilization Reports. Versed in all city, county, state and Federal requirements for contracts, interfaces with all Contract Managers. Supervises payroll, handles A/R and A/P. Schedules meetings with County for certified payroll interviews. Receives, assigns, and verifies all Work Orders from the County. Completes paperwork, enters information in database and closes Order with Agency.

CLIENTS

Currently involved with or oversees 20 contracts with awarding agencies.

EDUCATION

Graduated Boston College with undergraduate Business major. Notary Public since 1996.

Below are the resumes of a sampling of employees that can be assigned to County projects:

Enrique Lopez, Senior Regional Supervisor

- 24 years with the company
- Senior Regional Supervisor for past 8 years, supervisory areas include: LA County, including Whittier Blvd Enhanced Maintenance, Florence-Firestone Enhanced Maintenance and Graffiti Abatement, Los Angeles City UNTAG program
- Prior jobs include: senior crew supervisor-Florence-Firestone Zone 1C and 2A graffiti contract, senior supervisor-West Area Flood graffiti contract, crew supervisor-LA City graffiti contract, lead graffiti abatement technician-LA City graffiti contract
- Trains all new graffiti abatement technicians in proper safety procedures, various abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand-blasting
- Supervises field staff of nearly 30
- Our first employee to beta test the TAGRS graffiti tracking program in the field
- Meets regularly with contract managers and local merchants to get input for making operations more efficient
- Successfully handles client/constituent concerns
- Leads weekly tailgate meetings for the crews under his supervision
- Responsible for ordering necessary paints, chemicals and sundry items for crews
- Hires, disciplines, promotes firm staff
- Numerous Company-wide awards. Multiple time winner of Best Graffiti Abatement Technician
- Bilingual

Education:

- Oaxaca, Mexico—Undergraduate coursework
- Pierce College—Small Machine Engine Repair 1996
- LA Valley College—Principles of Management 1999

Guillermo “Memo” Acosta, Field Quality Supervisor

- 14 years with the company
- Field Quality Supervisor since 2011
- Responsible for firm-wide quality control
- Supervisor since 2008
- Formerly supervised San Gabriel, Temple City, Arcadia, LA County Zone 5B (Castaic), and MTA graffiti contracts
- Cross-trained in every facet of our business
- Skilled painter, color matcher, pressure washer and sand blaster
- TAGRS experience for 3 years
- Has experience working with every crew at the firm
- Extremely valuable employee as his skill set comprises all aspects of our firm’s work
- Prior assignments include: LA County graffiti abatement-West Channels, MTA graffiti abatement, LA Safe call box maintenance
- Bilingual

Education:

- Canoga Park High School
- Pierce College—Human Relations Management 2009

Julio Vasquez, Lead Technician

- 4 years with the company
- Promoted in 2012 to lead technician for one of our LA County graffiti abatement contracts—West Area Flood Facilities (precursor to this contract)
- Previous assignments include: City of West Hollywood graffiti abatement technician
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in March 2012, October 2013
- Skilled in small machine repair
- Bilingual

Education:

- Lima, Peru –General Studies
- LA Valley College—Machine Shop and Vocational Education Courses 2008

Julio Rodriguez, Lead Technician

- 5+ years with the company
- Promoted in 2012 to lead technician for one of our LA County enhanced maintenance contracts—Whittier Boulevard
- Previous assignments include: MTA Graffiti Abatement, LA County Flood Control Channels Graffiti Abatement
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in October 2011, July 2014
- Skilled in small machine repair
- Bilingual

Education:

- Van Nuys High School
- Heat and Illness Prevention Program
- Metro Rail Safety trained

Should we be awarded Graffiti Removal Services contracts that arise from this RFSQ, GCS will assign only experienced technicians to work on our crews. All technicians will have extensive experience in painting and graffiti abatement on other crews and will know how best to deal with the day-to-day operations of these contracts. In addition, they will all have clean driving records.

If awarded a contract, the personnel that will be assigned to this project shall not be removed or replaced without the prior written consent of the County. Please see organization chart at the end of this section.

PRIOR EXPERIENCE

Having been in business continuously since 1975, and having been awarded and performing under hundreds of contracts during this time, it is difficult to list all of those within a specified time frame. The following is by no means a comprehensive list, but rather a sampling of the manner of work that we have performed over the years. Because of the voluminous nature of the list, individual contract rates have not been indicated. In almost all cases, the contracts ran from a low of \$50,000 to a high of \$3,000,000 with the majority being in the \$500,000 to \$800,000 range. Should more exacting figures be required, we will be happy to provide them.

Graffiti Removal, Abatement, Coatings and Maintenance

County of Los Angeles

- Maintenance of South Los Angeles Zero Tolerance (1C & 2A)
- Maintenance of the Castaic Area Zero Tolerance (5B)
- Maintenance of the Malibu Area Zero Tolerance (3A)
- Maintenance of E. Whittier Blvd Zero Tolerance (1F)
- Maintenance of North San Gabriel Valley (Zero Tolerance)
- Maintenance of East and South San Gabriel (Zero Tolerance)
- Maintenance of the Flood Control Channels (South Area)
- Maintenance of the Flood Control Channels (West Area)
- Maintenance of the Flood Control Channels (East Area)

City of Los Angeles

- Maintenance of all Freeway Underpasses (Zero Tolerance)
- Maintenance of all City Buildings and Property (Zero Tolerance)
- Mural anti-graffiti coating application and graffiti removal
- Zero Tolerance Graffiti control for all of CD-9
- UNTAG program to assist 13 CBO's with their abatement needs

Los Angeles Metropolitan Transportation Authority (MTA)

- Maintenance of stations and facilities
- Paint out of bridges and facilities

City of Culver City

- Zero Tolerance Graffiti Removal Program

City of Santa Clarita

- Zero Tolerance Graffiti Removal Program

City of Monterey Park

- Zero Tolerance Graffiti Removal Program

City of Montebello

- Zero Tolerance Graffiti Removal Program

City of Long Beach

- Zero Tolerance Graffiti Removal Program

City of San Fernando

- Zero Tolerance Graffiti Removal Program

City of Arcadia

- Zero Tolerance Graffiti Removal Program

City of Temple City

- Zero Tolerance Graffiti Removal Program

City of Santa Monica

- Zero Tolerance Graffiti Removal Program

City of West Hollywood

- Zero Tolerance Graffiti Removal Program

City of South Pasadena

- Zero Tolerance Graffiti Removal Program

City of Diamond Bar

Zero Tolerance Graffiti Removal Program

City of National City

Zero Tolerance Graffiti Removal Program

City of San Diego

Zero Tolerance Graffiti Removal Program

Clark County, Nevada

Graffiti and vandalism removal from Resort Corridor – Las Vegas

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation (CalTrans)

Exterior Maintenance of Trans Bay Terminal – San Francisco

Graffiti Abatement from sound walls on 405 Freeway

Pressure Washing / Trash Removal / Graffiti Removal Services

County of Los Angeles

Florence Firestone Enhanced Maintenance

Whittier Boulevard Enhanced Maintenance

City of Los Angeles

Westwood Village Sidewalk Maintenance District

Reseda Boulevard Sidewalk Maintenance District

Broadway Sidewalk Maintenance District

Hollywood Boulevard Sidewalk Maintenance District

Main & Spring Sidewalk Maintenance District

Ventura Boulevard Sidewalk Maintenance District

Fairfax Avenue Sidewalk Maintenance District

Van Nuys Boulevard Sidewalk Maintenance District

LAX and Van Nuys Airport Tunnels

Civic Center & Environs

Los Angeles Police Department Programs

General Services City Hall Restoration & Cleaning

City of Glendale

Street sweeping maintenance of Central Business District

City of Coronado

Sidewalk Maintenance Clean up and graffiti removal

City of Whittier

Uptown Business District Sidewalk Maintenance

City of Palm Springs

Palm Drive Sidewalk Maintenance

Palm Springs Airport Hard Surface Maintenance

City of West Hollywood

Sidewalk Maintenance Program

Graffiti Abatement Program

City of Beverly Hills

Sidewalk Maintenance Pilot Program

Department of Motor Vehicles

Sidewalk Maintenance Program

Graffiti Abatement Program

Weed, Trash and Debris Removal - Public Rights of Way

County of Los Angeles - Sidewalk Maintenance Program - Whittier Boulevard

County of Los Angeles – Sidewalk Maintenance Program – Florence/Firestone

County of Los Angeles Flood Control - West Area, East Area, South Area

Orange County Transportation Authority

Southern California Regional Rail Authority

California Department of Transportation – Freeway right of way maintenance

Los Angeles Metropolitan Transportation Authority – Railroad right of way
maintenance

In all of the aforementioned contract jobs, we have acted as the Prime Contractor with the awarding agency or body.

In addition to helping develop the Sidewalk Maintenance Program for Westwood Village, we have advised on, expanded, and revised specifications for all manner of these types of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have helped to write the specifications for such cities as Culver City, San Diego, and Los Angeles.

There are no other contractors or business concerns that can touch or match our depth and breadth of experience. Designing, creating and implementing programs for agencies and municipal bodies are our areas of expertise. Evaluating the exterior maintenance needs of a department, setting realistic but ambitious goals for improvement, and implementing improved methodologies to accomplish these goals...this is what we do best.

6. WORK PLAN

With the continuation of the Zero Tolerance Program throughout the County of Los Angeles, the County is taking an aggressive and proactive stand in the war on graffiti. To this end, Graffiti Control Systems has developed its work plan to quickly attack the problem in the initial stages and to offer concentrated, speedy, and consistent service through the balance of the contract term. Graffiti Control Systems has previously held and continues to hold multi-year contracts in many areas throughout the County. Below we will detail the various types of graffiti removal services that the Los Angeles County Department of Public Works solicits for contracts.

INITIAL PROTOCOLS:

A. Flood Control Channels

Graffiti Control Systems shall remove all graffiti from public surfaces, including, but not limited to, walls, inverts, abutments, pillars, fences, gates, and signs within the specific flood control facilities and channels, and then maintain those surfaces graffiti free. Graffiti Control Systems will keep ample stock of Concrete Gray paint in each of the vehicles assigned to this contract, as well as chemicals used for the graffiti removal on signs. Further, because we know from experience that not all walls are the same color, we will also stock our trucks with other colors common to the channels, including ivory white, palomino beige, and grizzler brown. Upon notification by county personnel, via email notification from GARS, as well as through our daily surveying in the channels themselves, Graffiti Control Systems shall abate all graffiti within 48 hours, though, as we have proven in the past with contracts in the West and South Areas, our timeframe for removal is typically within one business day. During times of inclement weather or where circumstances exist beyond Contractors' control, such abatements may require a longer time frame. In order for the Contractor to handle all problems, reports, and incidents in the shortest time frame possible, all personnel staffed to this contract shall be immediately reachable by cell phone and are required to communicate with their supervisor or office staff every two hours for any urgent or immediate needs.

Whatever the number of crews the county will require for any resulting contract, these crews will be dispatched daily from our office, and combined, will hit each of the channels, creeks, pump stations, yards, debris basins, public drains, spreading grounds, and other flood facilities during the week. Work orders will be responded to in accordance with this schedule unless it is an emergent situation that requires immediate removal. All hot spots will be visited twice per week, or more as necessity dictates. As we have shown through the course of our work in the West Area, Graffiti Control Systems is proactive and removes much of the graffiti in the channels before it has even been reported via GARS or constituent request. The technicians who will be conducting the daily operations in the flood control channels will all be experienced graffiti removal technicians. Due to the sensitive nature of working in the channels, and the fact that Graffiti Control Systems has vast experience in providing these services, Julio Vasquez would likely be chosen as lead technician for this project, should we be awarded any contract. Julio has all the requisite skills to perform exceptionally on this project, including working as our lead technician on our most recent West area contract. Julio has been a graffiti abatement technician for the firm for over 4 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee. Because Julio has worked in the channels for a number of years, GCS is intimately familiar with the "hot spots" and "trouble areas" where taggers like to continually do their damage. Any addition of channels and other facilities to future contracts will provide our company with the opportunity to perform an all-out blitz at the onset of these additions—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose from our roster of experienced technicians. Because working in the channels is different from working in the streets, Graffiti Control Systems will assign employees who have the requisite experience removing graffiti and who have also had experience driving in the channels and along the rights of way. Prior to commencing work, the newly assigned technicians

will be given an additional safety course by Josh Woods and Enrique Lopez on navigating in the channels and along the rights of ways, and when it is safe or unsafe to work inside the flood areas. Site visits to the individual channels will be made with Josh and Enrique to show how and where to safely enter and exit the channels, and which type of inverts can be safely navigated and which cannot.

As we have found, from our years of experience in the channels, over 90% of the work in the flood control channels is paint-out, and therefore all vehicles assigned to flood control graffiti contracts are outfitted with a professional grade airless sprayer, the various paint colors, extra buckets, extra hoses, brushes, rollers, and other sundry items requisite to performing these tasks. For every 3 vehicles we have in the flood control channels, we will provide one pressure washing machine so that we can always be prepared for any time of abatement that is required. Certainly, if only 1 or 2 crews are required, we will always have a minimum of 1 pressure washing machine at the ready.

B. Unincorporated Areas within Los Angeles County

In order to properly manage any unincorporated county areas that make up resultant contracts from this RFSQ, Graffiti Control Systems will always execute an initial "blitz" that is carried out to eradicate any existing graffiti. Once the existing graffiti is removed in this initial blitz, Graffiti Control Systems will maintain these areas graffiti free. As many crews as are necessary will be assigned to this task at the outset, especially in those areas where the current contractor may have been somewhat negligent. These areas will be brought up to the standard that is in accordance with GCS' history of working on zero-tolerance graffiti removal contracts. These areas will then be maintained in this condition throughout the term of the contract.

Self-generating surveys, as well as emailed requests through GARS will be handled with immediacy. As has been the case in our current County graffiti removal services contracts, all requests will be handled within 48 hours. However, GCS has proven time and time again, that it typically fulfills these requests within 24 hours. In fact, GCS has on many occasions fulfilled these requests within minutes of notification. All of the crews are fully equipped so that when the technician comes upon graffiti, he can

immediately remove it, regardless of the surface upon which the tag is found, the color of the surface, or the method that is required to remove it. Our crews do not notate graffiti and come back to it "later." All graffiti is removed as it is encountered in the field. All relevant information, including the type of tag, the size, and the removal method, will be notated and recorded for data entry.

At the onset of any program, each area within the contracted zone will be assessed for hot spots and other critical areas. GCS will field multiple crews in an effort to attack the graffiti head up and abate all visible incidents. Areas the previous contractor has allowed to lapse, major thoroughfares and business districts will be the primary concern. This will be quickly followed by private property, alleys and areas adjacent to public facilities that have not gotten the attention they deserve.

After cleaning the contracted unincorporated area during our "initial blitz", Graffiti Control Systems will institute its plan to best allocate the crews' time and resources to fulfill not only the requirements of the zero tolerance program, but to also insure that the best and most efficient services are provided. In our past contracts we will typically begin the second phase (post the initial blitz) by dividing our crews into geographically relevant districts. We have found that this is the best course of action at the beginning of any new contracts for a number of reasons: technicians become more efficient, quicker to respond, and have better knowledge of their specific region because that is where they spend their entire day; learn more quickly where the hot spots are; have the correct paint colors ready to go because they are always in the same area; techs become more accountable and take more pride in the quality of the work as they are seen daily and are known by the constituents in the area.

Of course, as with every contract we work on, our work plans always have to be fluid. What works in Florence/Firestone may not work in Castaic, and we want to be able to make any required or requested changes to our plan based on what we experience. Until we have work boots on the ground, we will not be able to state definitively how we are going to perfectly allocate our personnel. However, having performed graffiti

removal services for the Department in multiple locales around the County for many years, the plan we have developed is our best plan for executing the graffiti removal work for the County on Day 1. Should the facts tell us differently once we begin the actual work, we will consult with the program manager and make the necessary adjustments. No matter the situation, or the zone, if circumstances present whereby excessive graffiti rears its ugly head, we are fortunate to have the necessary cross-trained staff and excess equipment to add personnel immediately in order to abate all of the offending graffiti. Graffiti Control Systems' technicians will be in frequent contact with one another during the day, so that should a graffiti removal incident necessitate a second technician for reasons including: providing traffic control, safety hazards, second story or higher, a second technician can be summoned and will assist his co-worker with the needed aid.

Graffiti Control Systems is well versed on the GARS system and is intimately familiar with the 48-hour abatement policy that is part and parcel to the zero tolerance program. Also, having worked under various contracts with the County in the past and present, we have proven time and time again that we are extremely responsive to all requests from the County Board, constituents, and program managers. We have always responded to emergency requests immediately, 24/7/365.

Graffiti Control Systems has chosen Julio Rodriguez as its lead technician for this project, should we be awarded a resultant contract from this RFSQ. Julio has all the requisite skills to perform exceptionally on this project, including his prior work as our lead graffiti removal technician in zone 1F along Whittier Blvd. Julio has been a graffiti abatement technician for the firm for over 5 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee, who listens to the constituents when they want to report an incident in the field and will follow up with them when the job has been completed. These personal interactions are another quality that set Julio and Graffiti Control Systems apart from its competition.

Julio and his co-workers will quickly assess the hot spots in these new areas by performing an all out blitz at the onset of the contract—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose other experienced technicians. Graffiti Control Systems will assign employees who have demonstrated exceptional skills in color matching, as these zones typically will require a technician to match dozens of colors in a week. Prior to commencing work, the newly assigned technicians will be given an additional safety course by Josh Woods and Enrique Lopez on defensive driving and safe procedures for removing graffiti in busy urban settings, as well as less frequented areas. Safety vigilance must never be taken for granted, in either urban or suburban settings.

ONGOING CONTRACT PROTOCOLS

Graffiti Control Systems shall remove all graffiti from public and private surfaces within the county boundaries, and then maintain those surfaces graffiti free. Abatement crews will patrol and survey the areas per the requirements in the contract, annotating and removing graffiti as it is encountered.

All commercial thoroughfares, areas around schools, religious buildings and main arteries shall be patrolled Monday through Friday. Residential neighborhoods shall be targeted as well. Special projects or difficult to access locations may be handled on the weekend when there is less traffic and congestion.

We have always sought complete and frequent communication with all of our clients, and here it shall be no different. By being in close and frequent contact with the county representatives, problems are avoided, graffiti is abated more quickly and everything runs much smoother. Vandalism incidents may be called into our offices 24 hours per day, and in many cases, shall be abated the same day. Emergencies are always

handled immediately, in accordance with any contract requirements. Supervisors check in with the office every two hours to obtain updates and urgent or priority assignments. Field crews and supervisors are called throughout the day, via cellular phones to update progress and review workload. It is at these times decisions are made whether to assign additional crews in a particular area.

The “360 DEGREE APPROACH”

Technicians will service all requests on the major thoroughfares as well as any visible graffiti using our tried and proven 360 degree approach. The 360 approach is the performance standard we use in all of our contracts and it will be no different with these County graffiti removal contracts. Our crews have all been trained that when they remove graffiti at a request site, oftentimes there will be ancillary graffiti in the immediate environs. By turning 360 degrees from the incident, the technician can and will abate all visible graffiti. This process helps in myriad ways: additional requests will not be generated from this area; constituents will notice that our technicians are proactive and will quickly realize that we will not “leave” graffiti for later, assuring them that all graffiti will be abated; and finally, by cleaning the entire area, it shows the taggers that their work will not remain for long. The 360 degree approach is similarly used on all abatements that are found via regular survey work. When responding to a request, our crews know that more times than not the reported graffiti is only one of a handful of nearby tags. By employing this 360 degree approach, our crews are sure to remove all graffiti, not just those that are reported.

REMOVAL TECHNIQUES

One of the important aspects of any graffiti program is having the knowledge and the right equipment and experience to tackle the problem. Having removed graffiti for public sector clients for over 30 years, we have more experience than anyone else in the business. Our technicians have experience removing every type of graffiti from every type of surface, and when new products come to the marketplace, GCS will test these products against what we are currently using to see if work can be done better,

faster, and more effectively with these new products. To that end, GCS uses a combination of methods to abate graffiti, starting with the least damaging process:

Methods & Techniques

Painted Surfaces	This will include all previously painted substrates such as wood, metal, block walls, stucco, brick, curbs, chain link fencing.	Color matched painting for each specific site and custom county colors for county property
Non Porous Surfaces	These will include glass windows, ceramic tile, road signs, traffic control boxes, light standards	Treated primarily with eco-friendly chemical washes, pressure washing and the judicious use of soda bicarbonate blasting.
Porous Surfaces	Included here will be natural masonry substrates that have not already been painted, concrete light standards, sidewalks and curbs	Pressure wash with eco friendly chemicals, hot high pressure waster blasting. We do not use sand blasting <u>UNLESS</u> it is absolutely necessary

When painting over dark graffiti tags, our technicians will use a primer (KILZ brand) first and then will proceed with their paint-out. This prevents “ghosting” and will create the appearance of wall that shows no sign of previous graffiti. Our technicians are all equipped with airless paint sprayers and have been taught how to feather paint on to the surface to create a natural look. GCS doesn't cover graffiti by painting out in blocks. We paint from reveal to reveal or along natural breaks in the underlying surface. Though graffiti always looks bad, when contractors paint out in mismatched blocks, the result is not in keeping with our high standards. In fact, GCS has on multiple occasions been asked to correct other contractors' substandard work in areas where we do not have contracts because our reputation for providing exceptional service is well known in the industry.

Our technicians all carry multiple types of nozzle tips for the pressure washing wands because removing graffiti from a sidewalk requires a different tip than does removing graffiti from a tree. Smaller tip openings are more effective on hard substrates, while it

is necessary to use a wide tip nozzle on a tree, as to prevent damage to the bark. Because different locations and substrates require different techniques, all vehicles and technicians are outfitted with multiple hoses with quick connections (both pressure washing and paint sprayers), different type and size paint brushes and rollers, extension poles for rollers and sprayers, ladders and/or step stools, 1, 2, and 5 gallon buckets, and various scrubbers and rags. Further, windows or other glass features are squeegeed with water or glass cleaner after removals are completed. In all removals, our technicians will use the proper technique and product to create a surface that appears as if graffiti was never there.

BEST MANAGEMENT PRACTICES

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Government, as well as the Los Angeles County Best Management Practices manual (BMP's). When required, all proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working along areas where there are not only pedestrians, but vehicles and cyclists as well.

Great care will be taken in protecting surrounding areas, utilizing plastic sheeting and drop cloths when required. If spraying paint would risk overspray upon vehicles or property, either the task shall wait for a more opportune time, or areas shall be hand painted to preclude such damage. Sand, soda and any residue from cleaning and/or painting operations shall be cleaned up immediately by Contractor, restoring the surface and area to its original condition, and removing any potential liability problem or exposure. In some cases water reclamation devices have been utilized so as to prevent any runoff or pollution of the storm drains and water tables. In any project, all care and caution shall be used while performing all abatements to maintain the integrity of all surfaces and not to disrupt the eco-balance of the waterways.

Graffiti Control Systems has always practiced and subscribed to the applicable BMP's for all municipal work we have undertaken. Whether it is securing a working area with cones so passersby will not inadvertently enter a work zone, or doing preventative maintenance on all our vehicles and equipment, Graffiti Control Systems know that when best management practices are followed rigorously, work is done in a safer and more efficient and effective manner.

These are the same methods and operational standards that we have utilized during the many years of maintaining many areas of the County graffiti free.

WORK ORDER DOCUMENTATION

All work orders and requests for service, whether they are emailed, sent through GARS, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. In addition to standard work order documentation, LA County currently requires the use of TAGRS in many of its contacts. Graffiti Control Systems has years of experience working with TAGRS. In fact, GCS was the first private contractor to use and beta test TAGRS, and we still work very closely with the developer to make suggestions related to its applications, user options, and data storage. GCS created the first comprehensive database for entering annotating, searching and retrieving all requests for service, irrespective of the source. These are then compiled into a report sent each month to the Program Manager and Accounting Department.

As stated in Section 5, Experience, Graffiti Control Systems has developed its own graffiti reporting application called Write On, Right Off™. This application is extremely user-friendly, and was created by keeping in mind all of the input that our technicians, supervisors, and management provided to the developer, based on what each of their roles are in the graffiti removal process—in the field removal, quality control, reporting capability. Unlike other proprietary applications, our application can be fully integrated with TAGRS, whereby data can be exported to the TAGRS database, though we

believe that Write On, Right Off™ can be extremely successful as a stand-alone product.

SURVEY & WORK PERFORMANCE

All crews will drive through their assigned area(s) daily to assess the status and log all new incidents of graffiti and abate those incidents as they come across them. Most of the anticipated work shall be carried out between the hours of 7:00 am and 3:30 pm. When necessary the Crew Supervisor will initiate contact by securing signatures from property owners on Release and Consent forms, allowing us legal access.

EMERGENCY / CONTINGENCY PLAN

Graffiti Control Systems with a staff of over 140 employees, is always able to fill in or add additional manpower to any crew in the event of an emergency or just a simple employee vacation. Nearly 60% of our employees are cross-trained just for these occurrences. We believe when a municipality is paying to have work performed, that work must be performed 100% of the time. Illnesses, vacations, emergencies and other events happen; we are always able to fulfill the commitment required by the municipality based on our training philosophy and work ethic. Should the County require additional manpower we can supply that manpower within 24 hours.

Upon award of any resultant contract, all County staff will be provided with cell phone numbers and email addresses for the supervisors and other key staff and management.

TRAINING PROGRAM

All staff members must attend and pass a comprehensive in-house training program, prior to being qualified for as a Graffiti Abatement Technician. Prior to beginning work, and immediately after hiring, the personnel record is examined to substantiate all submitted facts and information. A voluntary drug test is administered and forms are signed allowing random drug tests during employment. Driving records are examined for any noticeable failings. Once the preliminary administrative work is completed, the employee is issued a company ID card, uniforms, gloves, safety goggles, hard hat,

safety vest, rubber boots, Employee Handbook, several guides to equipment and procedures, and company mobile phones. Some of this is “homework”, and must be completed before formal training begins at our offices, and then the job site. The training is usually broken down into eight distinct areas, though there may be some overlapping:

- 1) Safety and operating procedures for high pressure washers
- 2) Safety and operating procedures for gas powered spray equipment
- 3) Safe vehicle operating procedures and included emergency/safety equipment
- 4) Graffiti removal techniques on 12 different types of surfaces
- 5) Color matching techniques
- 6) Use of chemicals, reading an MSDS, emergency procedures and BMPs
- 7) Public relations, expected behavior, image and dealing with the public
- 8) Ride along with supervisor and lead technician

The training process, both in the office with a veteran supervisor and out in the field, takes two to four weeks, before a new hire is allowed to work solo, but still supervised.

CONCLUSION

In summary, Graffiti Control Systems is the best choice for any resultant contract from this RFSQ:

- Nearly 40 years in business
- Web and mobile application that can integrate directly with TAGRS
- Graffiti reports and before and after photos available via our application, that can be customized to the County's needs and viewed in real time on smart phone or desktop
- Skilled crews with years of experience of on-site color matching
- History of providing immediate response to emergency requests
- Have provided services for no additional charges that were not required by the contract at the request of County officials
- Active ownership and management in all aspects of the business from bid process to field work

- Has always exceeded workload estimates by being proactive and not just remove graffiti based on "requests"
- No better indicator of future success than by looking at our history

7. QUALITY ASSURANCE PROGRAM

Quality control is essential to any successful graffiti removal services program. Graffiti Control Systems has always self-monitored its employees and their work product. A business is only as good as its reputation, and ours has been sterling for years because we take the time to monitor our employees and, when necessary, make corrections and improvements to individual work and to company-wide techniques and methods. Below, we will describe in detail how our quality assurance program works.

7a) QUALITY CONTROL POLICIES & PROCEDURES

Quality Control is one of the most important aspects to any successful company---and it is no different for our firm. From the initial training of all employees, the technicians are reminded that it is the quality and not the quantity of work performed that sets us apart from our competition. Both the Owner and General Manager of the company take active roles in quality control as well as the immediate supervisors to protect the status and reputation that our firm has earned over the last 39 years. This feedback is imperative because it helps us weed out the below par technicians as well as promote and reward the superior technicians. The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with those affected by the trash and grime along the sidewalks and alleys and the graffiti in the neighborhood as well, to see that their businesses are not disrupted. Graffiti Control Systems has already developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any public agency. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

Employees are provided with uniforms by Cintas, which are serviced weekly, allowing our crews to have a clean and neat appearance, and they are additionally provided with all necessary and required safety gear for their protection. In addition, every employee, when hired, is photographed and given an employee ID that they must carry with them at all times while working.

Should Graffiti Control Systems receive a complaint from a constituent or from the County, it shall be addressed immediately. First, a supervisor will speak to all interested parties to ascertain what transpired, and, if necessary, will work to immediately rectify any situation that needs to be corrected. We will listen intently to the complaint and if fault lies with us, we will then instruct our technician on how to prevent this issue from happening in the future. Our crews have weekly tailgate meetings led by supervisors and management where we speak about the issue in which we received a complaint, in addition to our regular safety topics and work plans, and try to find better solutions to avoid encountering these problems in the future. Further, we discuss these in our monthly management debriefings and share our ideas with all of the company's supervisors enabling the company to come to a consensus about how to best proceed and how to best improve. We look at minor mistakes as opportunities to improve our work quality. If something major or significant occurs, Graffiti Control Systems will take all appropriate disciplinary steps with regard to the offending employee.

7b) INSPECTION FUNDAMENTALS

Several forms have been created over the years that help track any problems, issues or concerns (either by technician, supervisor, constituent or contract administrator) that helps us with the feedback that is needed to improve and move forward to stay a leader in the industry (see these in the "Additional Information" section). Our normal Quality Control formula is to spend approximately 1 hour per week per each technician out in the field. This does not include the time spent by the senior supervisor or the on-site supervisor in their regularly scheduled duties (i.e., overseeing the day-to-day operations and work flow). Enrique Lopez, Senior Regional Supervisor, will typically survey the contracted areas once per week to assess the quality and thoroughness of the work

being done in the channels. However, his schedule is flexible to insure that he can attend to any concerns that may arise.

In addition to the scheduled inspections made by the supervisors, the quality control supervisors and management will make unannounced, random site visits. We want to see how our crews are working when they don't think anyone is watching them. These random visits provide our firm with additional eyes on our work product and have given us much needed information which we use to constantly update our protocols in the field.

7c) DOCUMENTATION

All work orders and requests for service, whether they are emailed, sent through the County's online referral system, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. Graffiti Control Systems created the first comprehensive database for entering annotating, searching and retrieving all requests for service, irrespective of the source. These are then compiled into a report sent each month to the Program Manager and Accounting Department. Our billing follows universally accepted protocols for accounting practices. Every employee assigned to County work is separately tracked (as are all staff technicians), so that all contract time and material is properly accounted and imputed. In the very rare instance that an assigned County Technician is sent to a non-county project (special weekend assignment), those hours and costs are never assigned to, or added onto the County Database.

In addition to the "honor" system, Graffiti Control Systems has supervisors out in the field seven days per week. These supervisors report to Memo Acosta, our firm wide Field Quality Supervisor. Memo Acosta has worked on various crews during his 14+ year tenure with the firm, and knows how to perform all tasks in which the firm contracts, including the graffiti removal services that are provided under this RFSQ. By having supervisors out surveying in the field, Graffiti Control Systems can verify that

staff technicians are on the job, doing what they are contracted to do and it also allows us the time to do Quality Control. Supervisors are armed with printouts of the prior days (weeks) work and have the opportunity to not only check current jobs, but to verify the completion of previous assignments. When supervisors cannot make it to a particular site that day, vehicles are equipped with in dash InfoTrak GPS which allow us to monitor the exact location of any of our fleet at any time. All quality control reports, work orders, and requests are kept in a file in the office for easy access for County employees to inspect. Further, files are stored in the cloud for safekeeping.

8. SUBCONTRACTORS

In the performance of the work as outlined throughout this RFSQ, Graffiti Control Systems will use no subcontractors.

9. FINANCIAL RESOURCES

Following pages contain the financial information **[PLEASE DO NOT COPY OR RELEASE]**

Woods Maintenance Services Inc., dba Graffiti Control Systems, wants to make sure the County is aware that in addition to providing the 3 most recent years' financial statements that were compiled and reviewed by a licensed CPA and being in business continuously for nearly 40 years, we have had our employees who work on County Living Wage contracts interviewed by County officials for over 15 years, whereby they confirm via production of their pay stub that we abide by the Living Wage Ordinance and pay our employees not less than the required rate. We have always paid this rate or higher and have never been cited by the County for any violation of this ordinance.

10. LICENSES AND CERTIFICATIONS



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **741322**

Entity **CORP**

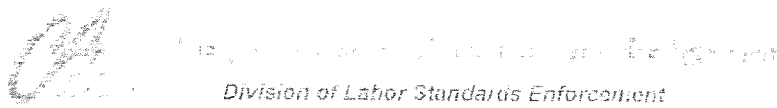
Business Name **WOODS MAINTENANCE SERVICES
INC DBA GRAFFITI CONTROL
SYSTEMS**

Classification(s) **C61/D52 C33 C61/D38 B C61/D31
HAZ C61/D63 C61/D49 C27**



Expiration Date **10/31/2015**

www.cslb.ca.gov



Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: 741322

Public Works Contractor Registration Web Search Results

One Registered Contractor found. **1**

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	CSLB:745689 CSLB:741322	11/25/2014	06/30/2015

Export as: [Excel](#) | [PDF](#)

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Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES INC	1000003177	CSLB 745689 CSLB 741322	11/25/2014	05/30/2015

11. INSURANCE

Following pages contain samples of our current insurance coverages.

|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Kristin Grissom	
	PHONE (A/C No. Ext): (714) 221-1841	FAX (A/C No): (714) 221-4196
E-MAIL ADDRESS: kgrissom@bbsocal.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: California Insurance Company		38865
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Woods Maintenance Services, Inc.;
Graffiti Control Systems;
Hydro Pressure Systems
7260 Atoll Ave.
North Hollywood CA 91605

COVERAGES CERTIFICATE NUMBER: CL1482514544 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRC-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	730059610104	9/1/2014	9/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: CONTRACT #76408, 75679, 76606, 76605, 76597, 75931 AND 77021.
 WC BLANKET WAIVER OF SUBROGATION APPLIES PER ENDT WC 01 03 03 ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
900 S. FREMONT AVENUE
9TH FLOOR
ALHAMBRA, CA 91803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Camilo Sharpe/RGRISS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SGB-NIA Insurance Brokers License #0782266 21011 Warner Center Lane Woodland Hills CA 91367	CONTACT NAME: Patty Lugo PHONE (AC. No. Ext): (818)316-0999 FAX (AC. No.): (818)316-0990 E-MAIL ADDRESS: Patty.Lugo@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Nationwide Mutual Ins.Co.</td> <td>23787</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Nationwide Mutual Ins.Co.	23787	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D:		INSURER E:		INSURER F:
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COVERAGES CERTIFICATE NUMBER: CL1512913434 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADSL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		72CESOF3834	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7825468322	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			72XSON0404	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are named Additional Insureds per attached form 2010 0704. Additional Insured is Primary & Non Contributory and Waiver of Subrogation is included in policy wording found on Page 15 of 18 # 8 attached. Notice of cancellation applies per attached form IL 0270 0811.

CERTIFICATE HOLDER County of Los Angeles Department of Public Works (ASD) Janet Lee 900 S. Fremont Avenue 9th Floor Alhambra, CA 91803	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Jacobson/MHJ

COMMENTS/REMARKS

Florence Area Enhanced Maintenance Service (Contract No. 77701)
Trash-Free Channel Services € South Area (Contract No. 003130)
Trash-Free Channel Services € East Maintenance Area (Contract No. 001828)
Trash-Free Channel Services € West Maintenance Area (Contract No. 001829)
Whittier Boulevard Enhanced Maintenance Service (Contract No. 77311) Trash Free Channel
Services East & West Areas (RFP# 2012-AN034)
Whittier Sidewalk Enhancement Project (2013-PA017)
Zero Tolerance Graffiti Abatement Services Zone 2A (Contract #77605)
Zero Tolerance Graffiti Abatement Services Zone 3A (Contract #77606)
Zero Tolerance Graffiti Abatement Services Zone 1C (Contract #76597)
Zero Tolerance Graffiti Abatement Services Zone 5B (Contract #77021)
Graffiti Removal at West Area Flood Control Facilities(Contract #76408)

Additional Named Insureds

Other Named Insureds

Graffiti Control Systems; Hydro Pressure Systems

Doing Business As

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization with whom you have agreed in a written contract, written agreement, or permit to include as an additional insured.

Location(s) Of Covered Operations

"Your work" performed for the additional insured during this policy period.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less:

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3. a.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy. The cancellation will be effective even if we have not made or offered a refund.
- B. The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
 - (2) Farm Coverage Part - Causes of Loss Form - Farm Property, Paragraph D. Covered Causes of Loss - Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form.

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions of risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

12. RECORD KEEPING

PAYROLL & ACCOUNTING

Graffiti Control Systems, with a staff three times that of its next nearest competitor, has always sought out the most efficient, cost effective and professional services, products and methodologies in conducting its business as we enter our 4th decade of operation. We conducted an exhaustive search in an effort to secure the very best in payroll services. Any one, or any firm can add up time cards. We wanted more.

We engaged ADP, the nation's oldest and largest provider of payroll and business services. From the Auto Pay Program we have engaged which allows us access to their database to input hours, wages, deductions, to the use of Avert, the information based business service to get almost instantaneous reports on employees and prospective hires. All employees are required to use their individual weekly time sheets for "clocking in and out" as well as account for their daily lunch break. At the end of each day the employee must initial each day's time record.

Our clients are very important to us, and we make every effort to verify not only the identity and ability of our staff, but to ascertain any criminal or negative reports that may have been overlooked. This, coupled with our DMV Driver Pull Program, assures we are getting the best of the best.

County assigned personnel annotate their hours by signing in on a daily time sheet. This sheet lists their name, week worked, time arrived at office, time arrived on job, break time, lunch break, time left job site and time arrived back at office. All Supervisors are responsible for collecting these daily time sheets, verifying the information, signing the bottom along with the employee, verifying the accuracy of the information. These sheets are then manually entered to the self-correcting database for payroll. This is usually completed by Wednesday, and payroll is generated and delivered to our offices on Thursday for the prior weeks work. Holidays are preset, as well as accrued vacation time. For those employees with multiple pay rates, Auto Pay

takes that into account and hours, deductions, loans, reimbursement and overtime can be placed in any of the predefined fields, so there is no "accidentally" shorting an employee. If a holiday falls on a Thursday or Friday, Accounting will generate the payroll one day early.

ADP also provides all Certified Payroll Reports for all of our contracts, so that there is no error or guesswork with employees, correct payroll amounts and deductions. These are submitted monthly to the County with a cover sheet verifying the information signed by the President.

Additionally, the daily log sheet states the start, stop, break and lunch periods and is verified daily by the supervisor in charge and is signed off by the employee. This ensures that all employees take their mandatory breaks and lunch periods. This information is then entered into an Excel spreadsheet for transmittal to ADP which provides our payroll checks on a weekly basis. For those few employees that may have different wage classifications, this is also verified daily by the supervisor and entered into the spreadsheet for ADP's calculations.

ADP has provided our payroll for the past 14 years without any incident. We have recently retained an employment law firm to help revise our Employee Handbook to make sure we are 100% in compliance with all new rules, laws and regulations, and have updated the way in which employees account for their time. Since our employees work out in the field every day, and there is no time clock for them to punch in and out for lunch and breaks, we have adopted the daily time log for this purpose. This log will show and state that each employee is taking their required breaks and lunch and if there are any issues, they are noted immediately and handled that day when the employee turns in his time log. Though we have found this administrative task to be a little more onerous, with the complexities of California labor laws and regulations, this process protects both the employee and employer with respect to time worked and required breaks taken.

Daily Log and Work Report/ Registro Diario e Informe de Trabajo

Employee Name/Nombre del Empleado:

Assigned Crew/Grupo asignado:

Dates/Fechas:

DECEMBER 3, 2012 THRU DECEMBER 9, 2012

Job Site/Lugar de trabajo:

DAY/ DÍA	DATE/ FECHA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	LUNCH/ ALMUERZO (Yes/No)/ (Si/No)	EMPLOYEE SIGNATURE/ FIRMA DEL EMPLEADO
Monday/ Lunes	12/3	6:00	11:00	11:30	2:30	YES	MA
Tuesday/ Martes	12/4	6:00	11:00	11:30	2:30	YES	MA
Wednesday/ Miércoles	12/5	6:00	11:00	11:30	2:30	YES	MA
Thursday/ Jueves	12/6	6:00	11:00	11:30	2:30	YES	MA
Friday/ Viernes	12/7	6:00	11:00	11:30	2:30	YES	MA
Saturday/ Sábado							
Sunday/ Domingo							

Certification for Above Signatures / Certificación de las Anteriores Firmas

I have reviewed this time sheet and certify that I am aware of Woods Maintenance Services, Inc.'s ("WMS") policies and procedures regarding keeping track of all of my hours worked and its policies regarding overtime, meal periods and rest breaks. I certify that I have complied with these policies. I have been provided all required meal periods and been authorized and permitted to take all rest breaks to which I may be entitled. The time reflected on this time sheet accurately reflects all of the hours worked for the indicated date, including overtime. To the extent that there are any inaccuracies in this time record, or I was not permitted to take all of the meal periods or rest breaks to which I may be entitled, I have noted any such discrepancies on this time sheet.

I further understand that failing to accurately record my time, including overtime worked, on this time sheet shall constitute a violation of company policy which may lead to discipline up to and including termination.

He revisado esta planilla de horario y certifico que estoy al tanto de las políticas y procedimientos de Woods Maintenance Services, Inc. (en adelante, "WMS") con respecto al registro de todas mis horas trabajadas y sus políticas sobre las horas extra, los periodos de comida y los periodos de descanso. Certifico que he cumplido con estas políticas. Me han suministrado todos los periodos de comida requeridos y he sido autorizado y se me ha permitido tomar todos los periodos de descanso a los que puedo tener derecho. El horario reflejado en esta planilla de horarios refleja de manera precisa todas las horas trabajadas para la fecha indicada, incluyendo las horas extra. Hasta el punto que exista cualquier imprecisión en este registro de horarios, o que no se me permita tomar todos los periodos de comida o descanso a los que pueda tener derecho, he anotado cualquier discrepancia en esta planilla de horarios.

Además, comprendo que si no registro mi horario de manera precisa, incluyendo las horas extra trabajadas, en esta planilla de horarios ellos constituirá una violación de la política de la compañía que puede derivar en una medida disciplinaria que incluya el despido.

CO FILE DEPT. CLOCK NUMBER 070
000193 900800 0036345883 1

Earnings Statement



HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]
Period Ending: [REDACTED]
Pay Date: [REDACTED]

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
CA: 1

Social Security Number: XXX-XX-8188

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	11.8400	40.00	473.60	17,761.28
Overtime				135.00
Bonus				200.00
Gross Pay			\$473.60	18,096.28

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax		-46.41	1,876.21
Social Security Tax		-29.36	1,121.97
Medicare Tax		-6.87	262.40
CA State Income Tax		-7.26	272.85
CA SUI/SDI Tax		-2.84	108.58
Other			
Gas			-260.00
Adjustment			
Gas		+20.00	
Net Pay			\$400.86

Your federal taxable wages this period are \$473.60

CO. FILE DEPT. CLOCK VCHR. NO. 070
000297 547400 0000020023 1

Earnings Statement



HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]
Period Ending: [REDACTED]
Pay Date: [REDACTED]

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 3
CA: 3

[REDACTED]
[REDACTED]
[REDACTED]

Social Security Number: XXX-XX-3315

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	12.5000	40.00	500.00	1,000.00
Gross Pay			\$500.00	1,000.00

<u>Deductions</u>		<u>Statutory</u>		
	Federal Income Tax	-13.46		26.92
	Social Security Tax	-21.00		42.00
	Medicare Tax	-7.25		14.50
	CA SUI/SDI Tax	-6.00		12.00
<u>Other</u>				
	Checking	-452.29		904.58
Net Pay			\$0.00	

Your federal taxable wages this period are \$500.00

|||||

HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Advice number: 00000020023
Pay date: [REDACTED]

<u>Deposited to the account of</u>	<u>account number</u>	<u>transit ABA</u>	<u>amount</u>
[REDACTED]	xxxxx2600	xxxx xxxx	\$452.29

THIS IS NOT A CHECK

NON-NEGOTIABLE

© 2000 ADP, Inc.

HOURS			EARNINGS			GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
Reg	O/T	Hours 3&4	Reg	O/T	Earnings 3&4	Earnings 5	Federal	State/Local		Check#
40.00					473.60					
						473.60	46.41 FIT	7.26 CA	20.00 S GAS	Check# 36345883 <input type="checkbox"/>
							29.36 SS	2.84 CA		400.66
40.00	8.00				450.00	135.00	6.87 MED	SUI/DI		
						585.00	63.12 FIT	12.58 CA		Check# 36345884 <input type="checkbox"/>
							36.27 SS	3.51 CA		461.03
							8.49 MED	SUI/DI		
35.00					332.50					
						332.50	15.44 FIT	.56 CA		Check# 36345885 <input type="checkbox"/>
							20.61 SS	1.99 CA		289.08
							4.82 MED	SUI/DI		
40.00					440.00					
						440.00	2.46 FIT	2.64 CA		Check# 36345886 <input type="checkbox"/>
							27.29 SS	SUI/DI		401.24
							6.38 MED			
36.00					426.24					
						426.24	39.31 FIT	5.36 CA		Check# 36345887 <input type="checkbox"/>
							26.43 SS	2.56 CA		346.40
							6.18 MED	SUI/DI		
35.00					376.25					
						376.25	22.24 FIT	3.67 CA	319.29 X CHK	Voucher# 410023 <input type="checkbox"/>
							23.33 SS	2.26 CA		.00
							5.48 MED	SUI/DI		
36.00					426.24					
						426.24	1.09 FIT	2.55 CA		Check# 36345888 <input type="checkbox"/>
							26.43 SS	SUI/DI		389.99
							6.18 MED			
36.00					426.24					
						426.24	1.09 FIT	2.56 CA		Check# 36345889 <input type="checkbox"/>
							26.43 SS	SUI/DI		389.99
							6.18 MED			
298.00 REG			3,351.07 REG		135.00 O/T		191.16 FIT		299.29 TOTAL DEDUCTIONS	8 Pays <input type="checkbox"/>
8.00 O/T			.00 EARNINGS 3		.00 EARNINGS 4		216.14 SS			2,678.58
.00 HOURS 3			.00 EARNINGS 5		3,466.07 GROSS		50.56 MED			
.00 HOURS 4							29.43 STATE			
							20.91 SUI/DI			

29.43 CA
20.91 25 CA SUI/DI

13. FORMS LISTS

All PW and LW Forms are included in the following pages.

**TABLE OF FORMS
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF STATEMENT OF QUALIFICATIONS
PW-2	SCHEDULE OF PRICES (SAMPLE)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ

LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications.)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 PROPOSER'S MEDICAL PLAN COVERAGE
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY (SAMPLE)
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: March 18, 2015		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Graffiti Removal Services			
DECLARANT INFORMATION			
3. Name Of declarant: Barry K. Woods			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Woods Maintenance Services, Inc.		Telephone No.: 818-764-2515	
Physical Address (NO P.O. BOX): 7260 Atoll Avenue, North Hollywood, CA 91605		Mobile No.: 818-339-5540	
e-mail: request@graffiticontrol.com		Fax No.: 818-764-2516	
County WebVen No.: 05696501	IRS No.: 95-4643637	Business License No.: 490196-96	
7. Proposer's fictitious business name(s) or dba(s) (if any): Graffiti Control Systems; Hydro Pressure Systems			
County(s) of Registration: Los Angeles		State: California	Year(s) became DBA: 1975 / 1991
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 7260 Atoll Avenue, North Hollywood, CA 91605		
	State of incorporation: California		Year incorporated: 1997
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Barry K. Woods	Title President	Phone 818-764-2515	Fax 818-764-2516
Street 7260 Atoll Avenue	City North Hollywood	State California	Zip 91605
Name(s) Diane W. Woods	Title Secretary	Phone 818-764-2515	Fax 818-764-2516
Street 7260 Atoll Avenue	City North Hollywood	State California	Zip 91605
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please list the other name(s): Name(s): <u>Graffiti Control Systems</u> Year of name change: <u>1975</u> Name(s): <u>Hydro Pressure Systems</u> Year of name change: <u>1991</u>			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent <u>Barry K. Woods</u>			Date: March 18, 2015
Type name and title: Barry K. Woods - President			

**SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES
(2015-SQPA002)**

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

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
TOTAL ANNUAL PROPOSED PRICE = \$ _____				

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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

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

Company Name: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: CA	Zip Code: 91605
Telephone Number: 818-764-2515		
(Type of Goods or Services): Graffiti Abatement		

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Removal Services
 SERVICE BY PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems
 PROPOSAL DATE: N/A

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	63	62	61	62	63	312	63
2. Total dollar amount of Contracts (in thousands of dollars).	5.4	5.5	5.1	5.5	7.4	28.9	7.4
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	0	0	0	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays	1	0	0	0	0	1	0

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

Barry K. Woods
 Name of Proposer or Authorized Agent (print)

Barry K. Woods
 Signature

March 18, 2015
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Barry K. Woods

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) _____

of Woods Maintenance Services, Inc.
Name of proposer

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

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

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

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

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

Signed Barry K. Woods

Date March 18, 2015

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Woods Maintenance Services, Inc.PROPOSED CONTRACT FOR: Graffiti Removal Services

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

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	SERVICE DATES: 2005-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Sidewalk Cleaning	SERVICE DATES: 2003-Current
DEPT/DISTRICT: Road/Street Maintenance	
CONTACT: Ricardo Gordillo	
TELEPHONE: 562-869-1176	
FAX: 562-862-3718	
E-MAIL: rgordill@dpw.lacounty.gov	

SERVICE: Channel Cleaning	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Rick Edwards	
TELEPHONE: 626-445-7630	
FAX: 626-445-5497	
E-MAIL: redwards@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 1997-Current
AGENCY/FIRM: LA County METRO	
ADDRESS: 470 Bauchet St. Los Angeles, CA 90012	
CONTACT: Lena Babayan	
TELEPHONE: 213-922-6765	
FAX: 213-922-5168	
E-MAIL: babayanl@metro.net	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/FIRM: City of Tustin	
ADDRESS: 300 Centennial Way, Tustin, CA 92780	
CONTACT: George Wiesinger	
TELEPHONE: 714-573-3135	
FAX: 714-573-3129	
E-MAIL: gwiesinger@tustinca.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/FIRM: City of Diamond Bar	
ADDRESS: 21810 Copley Drive, Diamond Bar	
CONTACT: Stella Marquez	
TELEPHONE: 909-839-7030	
FAX: 909-861-3117	
E-MAIL: Stella.Marquez@ci.diamond-bar.ca.us	

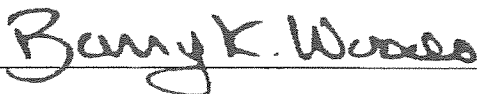
SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/FIRM: City of Santa Monica	
ADDRESS: 2500 Michigan Ave, SM 90404	
CONTACT: Rick Raygosa	
TELEPHONE: 310-458-8519	
FAX: 310-998-3290	
E-MAIL: rick.raygosa@smgov.net	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Woods Maintenance Services, Inc. dba Graffiti Control Systems
Address	7260 Atoll Avenue, North Hollywood, CA 91605
Internal Revenue Service Employer Identification Number	95-4643637

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

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

Proposer	Woods Maintenance Services, Inc.	
Authorized representative	Barry K. Woods	
Signature		Date March 18, 2015

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

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

FIRM NAME: Woods Maintenance Services, Inc.

My County (WebVen) Vendor Number: 05696501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

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

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

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 135

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					3	
Hispanic/Latino			29	5	86	6
Asian or Pacific Islander						
American Indian					1	
Filipino						
White	1	1	2	1		

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: <i>Benny K. Woods</i>	Title: President	Date: March 18, 2015
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Signature 	Title President
Firm Name Woods Maintenance Services, Inc.	Date March 18, 2015

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County
within ten business days of issuance of the solicitation document*

Proposer Name:	Date of Request:
Project Title: N/A	Project No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Woods Maintenance Services, Inc.

Company Name

7260 Atoll Avenue, North Hollywood, CA 91605

Address

95-4643637

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES

NO

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

(X)

()

OR

YES

NO

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

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Barry K. Woods

Signature

March 18, 2015

Date

Barry K. Woods - President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Woods Maintenance Services, Inc.		
COMPANY ADDRESS: 7260 Atoll Avenue		
CITY: North Hollywood	STATE: CA	ZIP CODE: 91605

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

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

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

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

PRINT NAME: Barry K. Woods	TITLE: President
SIGNATURE: <i>Barry K. Woods</i>	DATE: March 18, 2015

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Woods Maintenance Services, Inc.

Proposer has not had any contracts terminated in the past three years.

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

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

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

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

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

SIGNATURE Benny K. Woods

DATE: March 18, 2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Woods Maintenance Services, Inc.

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

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

A. Pending Litigation Threatened Litigation Judgment (check one)

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

B. Pending Litigation Threatened Litigation Judgment (check one)

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

Signature of Proposer: Benny K. Woods Date: March 18, 2015

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Woods Maintenance Services, Inc.

Proposer's Name

7260 Atoll Avenue, North Hollywood, CA 91605

Address

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

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

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

The Proposer certifies that:

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

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

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

-OR-

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

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

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

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

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

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

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

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

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

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

Name of Firm: Woods Maintenance Services, Inc.	County Webven No. 05696501
Print Authorized Name: Barry K. Woods	Title: President
Authorized Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

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

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

At the time of statement of qualification submission, Proposer must meet the following minimum requirements:

1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Services, Inc. dba Graffiti Control Systems	1975 thru current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 4

*List the page number in the statement of qualification containing the proposer's experience

- No. Proposer does not meet the experience requirement stated above. **By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.**

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Svcs. - Jeff Woods	Sept. 2003 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 12
Woods Maintenance Svcs. - Enrique Lopez	1989 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 15

*List the page number in the proposal containing the proposer's managing employee's experience.

No. Proposer's managing employee does not meet the experience requirement stated above. **By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.**

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

Proposer's Name: Woods Maintenance Services, Inc.	
Authorized representative Name: President	
Signature: <i>Benny K. Woods</i>	Date: March 18, 2015

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 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 Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 - 3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name			
Company Address N/A			
City		State	Zip Code
Telephone Number	Facsimile Number	Email Address	
Awarding Department			Contract Term
Type of Service			
Contract Dollar Amount			Contract Number (if any)

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME: <div style="text-align: center; font-size: 24pt; font-weight: bold;">N/A</div>	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly Quarterly Bi-Annual
- Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): Health Net of CA - Salud HMO

Company Insurance Group Number: LB030A

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Other: Weekly (Specify)
- Annually

PLEASE PRINT COMPANY NAME: Woods Maintenance Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: <i>Barry K. Woods</i>	DATE: March 18, 2015
PLEASE PRINT NAME: Barry K. Woods	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

I have read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Barry K. Woods
Owner's/Agent's Authorized Signature

Barry K. Woods - President
Print Name and Title

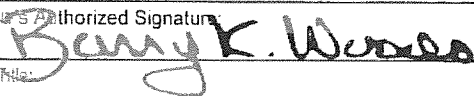
Woods Maintenance Services, Inc.
Print Name of Firm

March 18, 2015
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

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

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

Print Name of Firm: Woods Maintenance Services, Inc.	Print Name of Owner: Barry K. Woods
Print Address of Firm: 7260 Atoll Avenue	Owner's/AGENCY Authorized Signature: 
City, State, Zip Code: North Hollywood, CA 91605	Print Name and Title: Barry K. Woods - President

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip: N/A
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	In September 2011, a former employee filed suit against Woods alleging Labor Code violations regarding meal periods and rest breaks as well as related unpaid wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Woods vigorously denied and continues to deny the former employee's allegations. However, for business reasons, the parties agreed to a negotiated settlement without any finding of wrongdoing. Woods has always complied with its obligations to fairly pay its employees and will continue to do so through the term of this contract

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State, or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Woods Maintenance Services, Inc.

Name of Proposer's Health Plan: Health Net

Date: March 18, 2015

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="checkbox"/> Y N <input type="checkbox"/> Y N <input type="checkbox"/> Y N <input type="checkbox"/> Y N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="checkbox"/> Y N <input type="checkbox"/> Y N <input type="checkbox"/> Y N <input type="checkbox"/> Y N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Any Annual Deductible? Per Person Per Family	Y <input checked="" type="checkbox"/> N Y N	\$ 0.00 \$	None
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="checkbox"/> Y N <input checked="" type="checkbox"/> Y N	\$ 2,000 \$ 6,000	
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="checkbox"/> N Y <input checked="" type="checkbox"/> N	\$ N/A \$	
Ambulance coverage	<input checked="" type="checkbox"/> Y N	\$ included	\$50
Doctor's Office Visits	<input checked="" type="checkbox"/> Y N	\$ included	\$30
Emergency Care	<input checked="" type="checkbox"/> Y N	\$ included	\$30
Home Health Care	<input checked="" type="checkbox"/> Y N	\$ included	\$10
Hospice Care	<input checked="" type="checkbox"/> Y N	\$ included	No charge
Hospital Care	<input checked="" type="checkbox"/> Y N	\$ included	Facility - 30% co-ins Physician - no charge
Immunizations	<input checked="" type="checkbox"/> Y N	\$ included	No charge
Maternity	<input checked="" type="checkbox"/> Y N	\$ included	Delivery - 30% co-ins Pre & postnatal - no charge
Mental Health	<input checked="" type="checkbox"/> Y N	\$ included	\$30
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y N	\$ included	30% co-ins

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Physical Therapy	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Prescription Drugs	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$5
Routine Eye Examinations	Y <input checked="" type="radio"/> N	\$ N/A	N/A
Skilled Nursing Facility	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	30% co-ins
Surgery	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	Facility - 30% co-ins Physician - no charge
X-Ray and Laboratory	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	No charge

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 30 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: GRAFFITI REMOVAL SERVICES

PROPOSER: _____

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Removal Crew		8	8	8	8	8		40	2080	\$	
Graffiti Removal Crew		8	8	8	8	8		40	2080	\$	
Graffiti Removal Crew		8	8	8	8	8		40	2080	\$	
Graffiti Removal Crew		8	8	8	8	8		40	2080	\$	
Graffiti Removal Crew		8	8	8	8	8		40	2080	\$	
										\$	
										\$	
										\$	
										\$	
										\$	
										\$	
										\$	
Comments/Notes:										Total Annual Salaries	\$
(1) Vacations, Sick Leave, Holiday											\$
(2) Health Insurance ***											\$
(3) Payroll Taxes & Workers' Compensation											\$
(4) Welfare and Pension											\$
										Total Annual Employee Benefits (1+2+3+4)	\$
(5) Equipment Costs											\$
(6) Service and Supply Costs											\$
(7) General and Administrative Costs											\$
(8) Profit											\$
										Total Annual Other Costs (5+6+7+8)	\$
										TOTAL ANNUAL PRICE	\$

SAMPLE

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County

** Living wage rate shall be at least \$11.84 per hour.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.), hours to be worked daily, weekly, and annually by each classification, hourly and annual wages to be paid to each classification, estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Name of Proposer

Signature

Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

INSTRUCTIONS

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Weekly time sheets are provided for each employee. Each employee must sign in at the beginning of their shift, sign out at the end of their shift and account for lunch break taken. They sign/initial each day's time record.</p> <p>1.2 Job dependent, some report directly to job site, while others report to office on a daily basis.</p> <p>1.3 Those that report to office location begin shift at that time.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Most employees physically come into the office to sign in each day. A supervisor or management staff is usually on-site to verify these times. In addition, some staff will check in via phone and others with municipal personnel.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Time sheets</p> <p>3.2 Time sheets</p> <p>3.3 Daily</p> <p>3.4 Job dependent. Some are maintained by employee, others by supervisor and if dispatched by corporate office, by office staff.</p> <p>3.5 Payroll clerk verifies records and reconciles with job specifications, supervisor report and staff schedule.</p> <p>3.6 Usually maintained for 5 years.</p> <p>3.7 Yes</p> <p>3.8 Please see attachments.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 None</p> <p>4.2 Payroll clerk checks and verifies all payroll documents</p> <p>4.3 Yes</p> <p>4.4 Payroll clerk verifies with project supervisor and verifies with written report.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Self-administered. Most staff work with only limited direct, constant supervision and are responsible for meal and rest breaks.</p> <p>5.2 Yes</p> <p>5.3 Employee enters time, supervisor and/or management approves and validates.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 Weekly each employee's time sheet is checked and verified for time worked and recorded. Once verified, the payroll clerk enters all necessary data into the ADP Payroll services program for computation which will then create that employee's payroll check.</p> <p>6.2 ADP Payroll services on weekly basis</p> <p>6.3 Single instrument</p> <p>6.4 All legally mandated information – deductions, vacations, reimbursement, credit union, taxes, overtime, bonuses, etc. – See Attached</p> <p>6.5 See Attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7. N/A</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Time sheets are verified and totaled. Correct hours and pay rates are entered into ADP computer system.</p> <p>8.2 Each contract has a pay rate and shift/payroll reports delineate hours at each rate.</p> <p>8.3 Pre-set calculations</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 If dispatched from office – all travel time is paid at standard rate</p> <p>9.2 At a pre-determined rate</p> <p>9.3 (a) does not happen</p> <p>9.3 (b) all work computed at Living Wage, including travel time.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Any wages over 8 hours per day or 40 hours per week will be paid at the legal overtime rate per the government guidelines.</p> <p>10.2 Overtime rate will be based on the contract with which the work was performed.</p>
<p>Print Name: Barry K. Woods</p>	<p>Company: Woods Maintenance Services, Inc.</p>
<p>Signature: <i>Barry K. Woods</i></p>	<p>Date: March 18, 2015</p>

14. LIVING WAGE ORDINANCE

Woods Maintenance Services, Inc. will abide by the Living Wage Ordinance.

15. ADDITIONAL INFORMATION

CONTRACTOR'S EQUIPMENT

Graffiti Control Systems has always maintained sufficient vehicles, paints, chemicals, hand tools and equipment to carry out each contract program it was assigned. (Please see PW19 for further details in the forms section)

When a program manager wishes graffiti abated, the last thing they wish to hear is, "I'll have to pick up some supplies", or "the truck is broken down". When a problem exists that is of sufficient magnitude for a concerned citizen to call, then it is of equal importance for us to handle that problem as quickly as possible.

To this end, Woods Maintenance Services maintains a fleet of:

- 33 fully equipped graffiti removal vehicles
- 21 dedicated pressure washing vehicles
- 14 dedicated trash collection vehicles
- 1 AirSweeper Truck
- 47' Bucket Truck
- 29' Bucket Truck
- 2 traffic control vehicles
- 2 Hydro Tek Custom Water Recover Systems (SC35005VG/ZVAC)
- 83 field cell phones
- 35 Graco Model 3900 airless paint sprayers
- 32 Delco RK-43 pressure washers

Should Woods Maintenance Services be awarded the contract, we have all the required equipment and vehicles necessary to successfully meet the requirements and perform the tasks on this contract. Should additional items be required during the life of the contract, we have the financial resources necessary to allow us to quickly obtain

anything that will be required to operate a successful program, without diminishing existing contracts.

Having been in business and operating successfully for over 39 years, we have established open lines of credit at all suppliers, including a \$1 million line of credit with Ford Motor Company, so that should equipment or supplies be required, one may rest assured that if they are not on hand, they are easily and quickly available. With our expansion in 1994 and purchase of a 20,000 square foot site in North Hollywood and a remodel in 2007, all equipment and personnel are staged and dispatched from one centralized location, making for a faster and more efficient operation. In addition to our financial ability to purchase any necessary equipment or vehicle when required, we also adhere to a regular replacement program, whereby each year make appropriate determinations about which items need to be replaced in keeping with our 5/10/15 program—5% of vehicles, 10% of pressure washers, and 15% of airless paint sprayers. It goes without saying that we always have back up vehicles and equipment for every job and contract we have.

For any resultant contract that arises from this RFSQ, we have vehicles at the ready and will purchase any equipment or vehicles necessary to dedicate exclusively to said contract. Graffiti Control Systems uses 3 different types of truck set-ups for its graffiti removal contracts: 1) Fast Attack paint truck—this is a Ford Ranger or equivalent type of vehicle, equipped with a professional grade Graco Model 3900 airless paint sprayer, plus all the necessary hoses, extensions, rollers, paint brushes, chemicals and sundry items. These vehicles are used in the flood control channels and in the more urban unincorporated areas, where clearances are tighter, parking more difficult and workload heavily skewed to paint-out. 2) Combo Attack truck—this is a Ford F-250 or equivalent type vehicle with a commercial grade, truck bed-mounted Delco RK-43 pressure washer and a Graco Model 3900 paint sprayer. These vehicles have a small enough footprint to be effective in urban environments, where workloads require a relative balance of painting and pressure washing. 3) P/W Exclusive truck—this is an extended bed or trailer mounted pressure washing and water recovery system that is used in areas and

occasions where graffiti is removed exclusively by pressure washing. This vehicle is not used daily by any one contract but is provided when required by the needs of a crew or a contracted area. All paint sprayers used by Graffiti Control Systems are Graco Model 3900's. These are professional grade airless sprayers that provide an even and uniform spray stream so painted surfaces can be restored to their original look. The primary commercial grade pressure washers that are employed by Graffiti Control Systems are Delco RK-43's. These hot water pressure washers exert 3500 psi with an output of up to 5 gallons per minute. These machines are powered by gasoline and heated via diesel. In addition, we have our HydroTek Custom pressure washer and recovery/recycling system which is capable of exerting water at up to 4000 psi with output up to 5.5 gallons per minute. This recovery system is capable of recovering 12 gallons per minute and recycles at 5 gallons per minute. Water is recycled in a 6-stage filtration process, including 3 oil absorption areas, and is filtered to 5 micron purity. In the event that vehicles and/or equipment become temporarily or permanently non-operational, we have back up trucks and equipment available immediately at our warehouse.

We have in-house mechanics who handle the vast majority of equipment repair at our warehouse. They also lead quarterly seminars about how to properly check fluids in the vehicles, pressure washers, and paint sprayers, as well as how to diagnose and troubleshoot minor problems in the field. These lessons are invaluable to our crews, because all machinery, no matter how expensive or new, will inevitably have some issues. By teaching our crews how to solve the common, minor problems on their own, in the field, time is not wasted and the most amount of work can be carried out.



BUCKET VAN



Pressure Washing Vehicle—included with raised platform for high graffiti

Water Recovery and Recycling Equipment



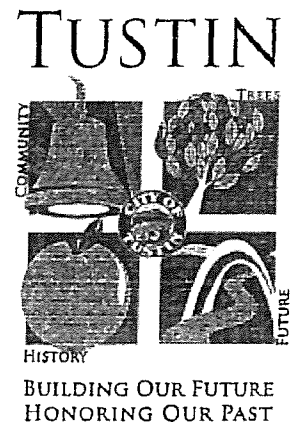
Ford F-250 Paint and Pressure Washer Combo Truck



Ford Ranger Fast Attack Vehicle



Community Development Department



March 15, 2010

To Whom It May Concern:


This is a letter of recommendation for Graffiti Control Systems, who currently provide graffiti removal services for the City of Tustin.

Graffiti Control systems has provided graffiti removal services to the City of Tustin since 1993. They have performed exceptionally well in conjunction with City staff in removing reported and observed graffiti from both, public and private facilities. Their staff is cordial and helpful. There have been several occasions in which their services were needed on an expedited basis and the staff of Graffiti Control Systems made extraordinary efforts to accommodate City staff in these situations.

I therefore recommend Graffiti Control Systems based on their history of performance for the City of Tustin.

Please feel free to contact me if you have further questions, I can be reached at (714) 573-3134.

Sincerely,


George Wiesinger
Code Enforcement Officer

Gwiesinger- Graffiti Control Systems letter of recommendation.doc



Metro

Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

March 15, 2010

To whom it may concern:

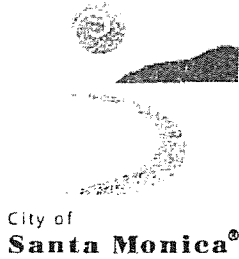
It is my pleasure to provide a recommendation for Woods Maintenance Company who has provided exceptional service to LACMTA (Metro) for the past 12 years.

Woods has provided graffiti abatement, trash and debris removal, and mechanical weed abatement service for Metro's properties through out Los Angeles County.

The Woods Companies have demonstrated continually to possess the required licenses, equipment, tools, and qualified personnel to handle multiple contracts for Metro properties. Their management team has provided quick response service, detailed work, and they possess a proactive attitude that divides their companies' service from the rest and sets the standards for customer service.

Sincerely,

Keith Jackson
Contracts Project Manager
Facilities Maintenance Supervisor
Los Angeles County Metro



Facilities Management/
Maintenance Management Division
Community Maintenance Department
2500 Michigan Avenue
Santa Monica, California 90404-4012

March 15, 2010

To Whom It May Concern:

Graffiti Control Systems has been providing graffiti removal services to the City of Santa Monica since 2006. They have performed extremely well in conjunction with City crew members in removing and reporting graffiti from city, private and commercial properties. The staff is respectful and supportive on site and in the office. Graffiti Control Systems continues to accommodate the City Santa Monica staff and citizens in our community in providing excellent service.

If I can aid with any questions, please feel free to contact me at 310-458-8519.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Raygosa".

Rick Raygosa
Paint Crew Leader

*City of Santa Monica
2500 Michigan Ave.
Santa Monica, CA 90404
310-458-8519
rick.raygosa@smov.net*



City of San Gabriel

◆ City With A Mission ◆ Founded 1771 ◆

March 15, 2010

To Whom It May Concern:

I highly recommend Graffiti Control Systems as the contractor for your graffiti removal program. Graffiti Control Systems has been the City of San Gabriel's contractor since 2006, but I have worked closely with Graffiti Control Systems for ten years and have found them to be the most thorough and professional graffiti removal contractor in the business. Graffiti Control Systems employs the newest technology and ushers in the newest techniques to efficiently and effectively remove graffiti.

Graffiti Control Systems' dedication to customer satisfaction is unparalleled. Not only is Graffiti Control Systems responsive to complaints but they are also proactive. There have been numerous occasions in which I have called them at the "11th hour" to request removal of graffiti and they were always responsive.

In addition to working independently, Graffiti Control Systems follows through on all complaints to ensure that the job gets done. Graffiti Control Systems will be a tremendous asset for your city and has my highest recommendation. If you have any further questions with regard to their background or qualifications, please do not hesitate to call me at (626) 457-4636.

Sincerely,

Clayton A. Anderson, Manager
Neighborhood Improvement Services



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

DEPARTMENT OF HUMAN SERVICES

Jeffrey Woods
General Manager
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

October 5, 2011

To Whom It May Concern:

For well over a year now, our city has had the privilege of working with Jeff Woods and Graffiti Control Systems for graffiti abatement services. Their technician, Juan is in our city five days a week and pro-actively documents and abates graffiti as it is found. In cases where we are contacted by constituents or law enforcement informing us of known graffiti, Juan can be dispatched and many times within minutes or hours said graffiti is abated.

Graffiti Control Systems is dependable, professional and at the top of their game. I would recommend them for any government, company or agency looking to contract graffiti abatement services.

Sincerely,

Robert Turbin
Facilities & Field Services
City of West Hollywood, CA 90069



CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: 626.403.7240 • FAX: 626.403.7241
WWW.CI.SOUTH-PASADENA.CA.US

March 17, 2010

Barry Woods, President
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation
Graffiti Removal Program

The City of South Pasadena Public Works Department manages the Graffiti Removal Program for the residents and businesses in the City of South Pasadena. We have been fortunate to utilize the services provided by Barry Woods and Graffiti Control Systems.

The graffiti removal service is efficient and provides for specialized removal techniques for all vandalized surfaces using expert color-matching, chemical or soda blasting techniques for delicate structures.

Our relationship with Graffiti Control Systems goes back some sixteen years now and we have had no incident that has been too large or difficult to manage.

We would recommend Graffiti Control Systems to any agency in need of an efficient program to remove graffiti and provide safety and security to its residents.

Sincerely,

Diana Harder
Public Works Assistant



GRAFFITI
CONTROL
SYSTEMS

Quality Assurance Site Report

Location: _____

Date/Time: _____

Supervisor: _____

	Excellent	Good	Fair	Poor
Pressure Washing Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance of Surveyed Area in general	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); color match	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); overspray & clean up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specific area(s) with problems or concerns: _____

Other comments: _____

Technician(s) Employee ID# _____ Name _____

Employee ID # _____ Name _____



GRAFFITI
CONTROL
SYSTEMS

WORK ORDER REQUEST FORM

Location: _____

Date/Time: _____

Supervisor: _____

Reported By	Phone	Crew	Report Taken By
Business Name / Location		Report Date	Start Date
		Time Spent	Completion Date
Notes	Cross Street	Misc.	

Graffiti Location(s): (check all that apply)

Thoroughfare

- Building Front
- Building Side
- Building Rear
- Adjacent Wall
- Elevator
- Window(s)
- Door(s)
- Sign(s)
- Bench(s)

Alley

- Wall
- Fence
- Door
- Gate
- Sign(s)
-
-
-
-

Horizontal

- Steps
- Curb
- Sidewalk
- Columns
-
-
-
-

Miscellaneous

- Electric Box
- Power Pole
- Phone Pole
- Hand Railing
- Trash Receptacle
-
-
-

Service Performed (check all that apply)

- Paint
- Solvent
- Water Blast
- Other

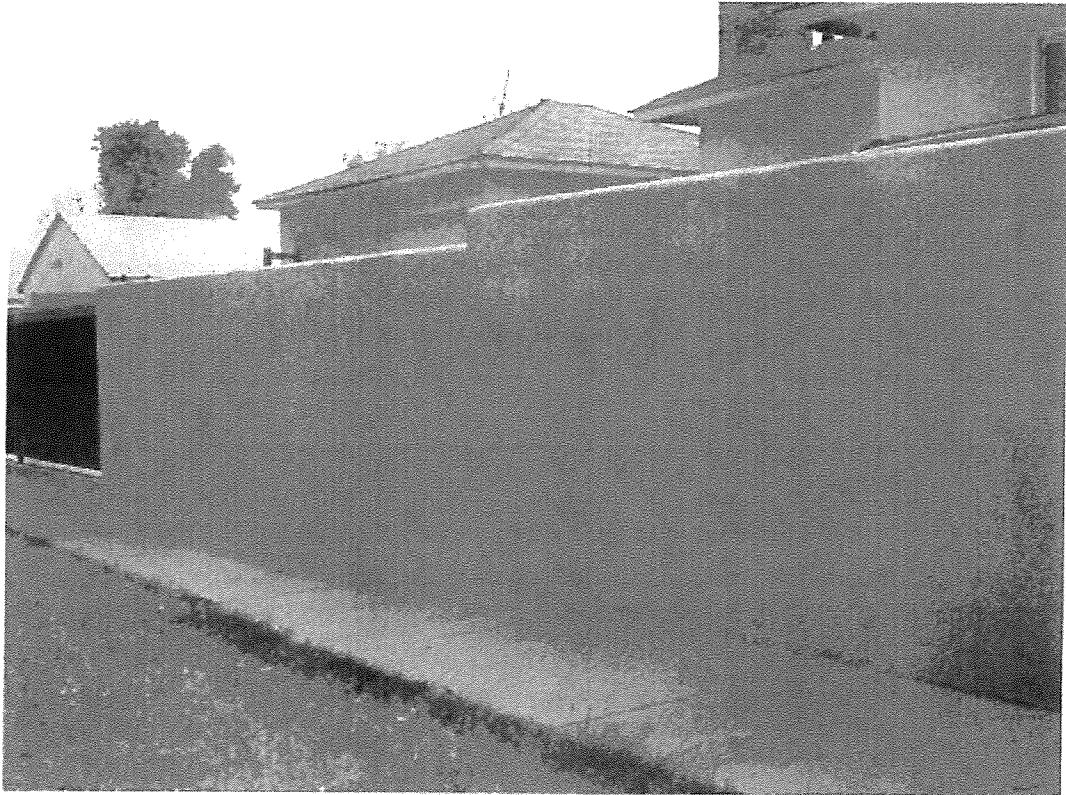
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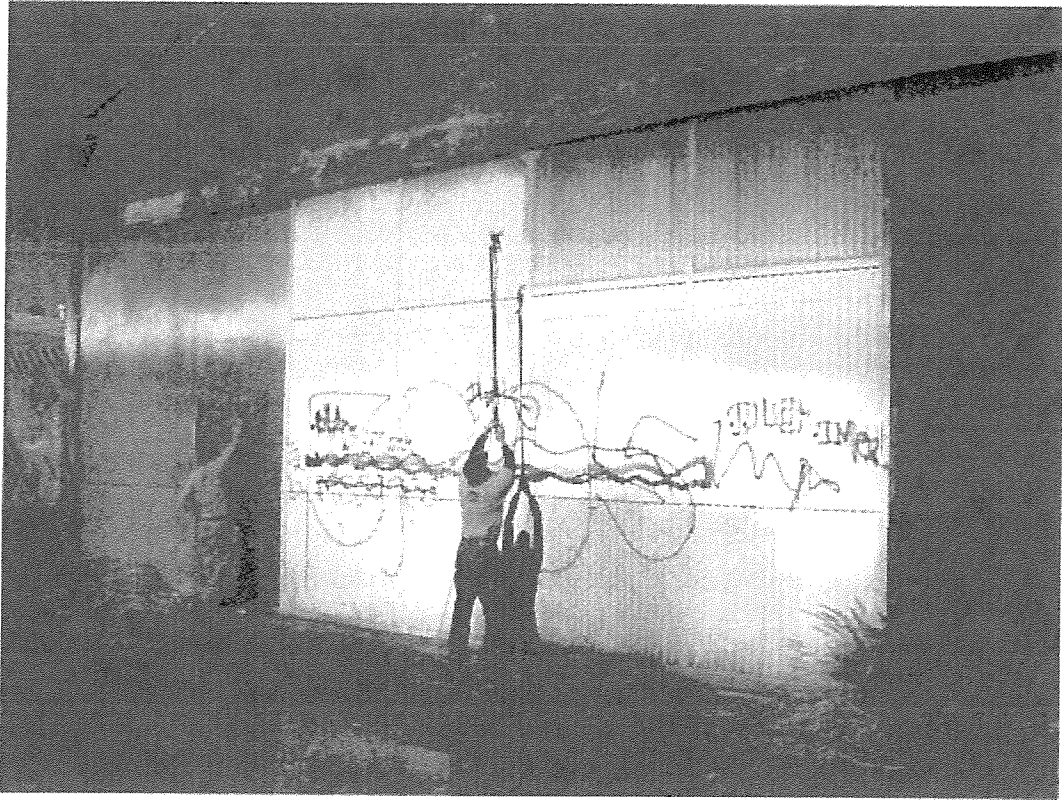
Height	Width	Total Sq. Feet
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Remarks / Notes

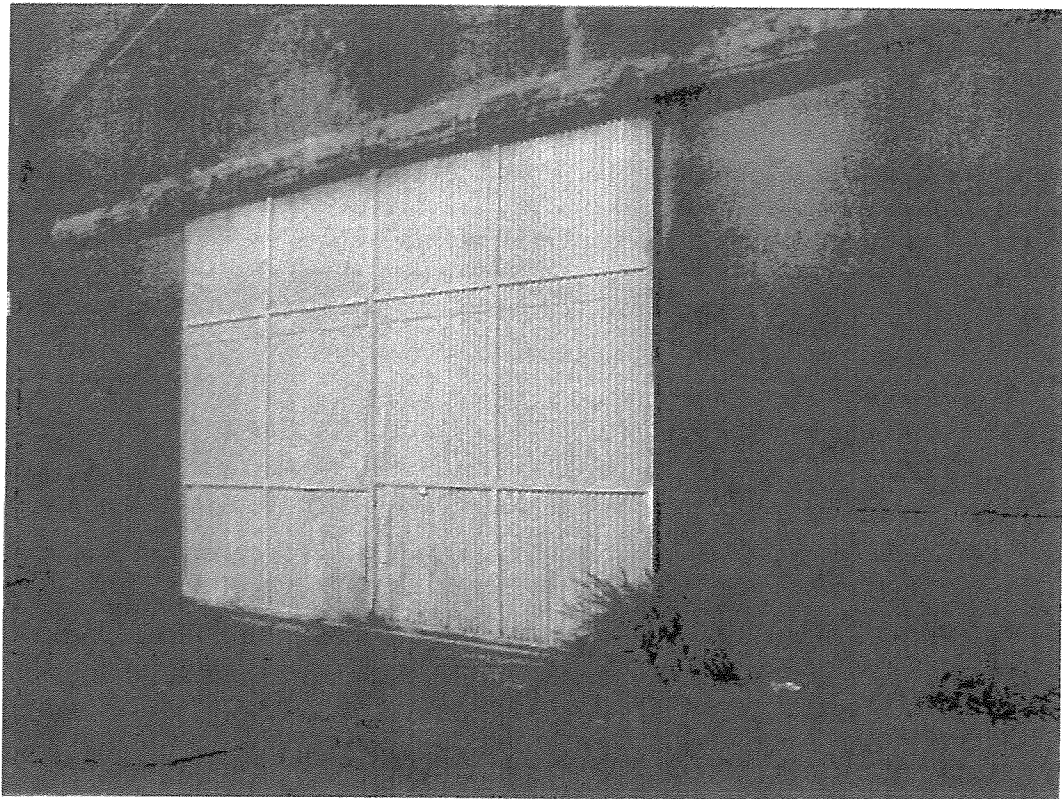


COLOR MATCH





COLOR MATCH



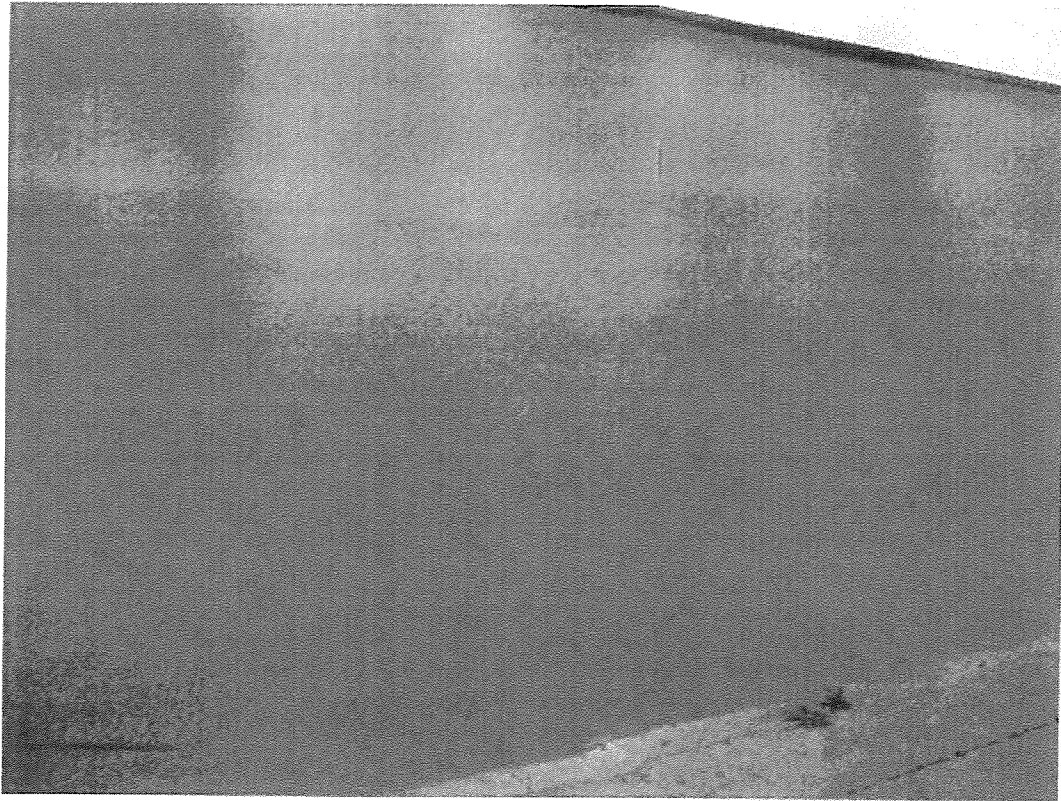


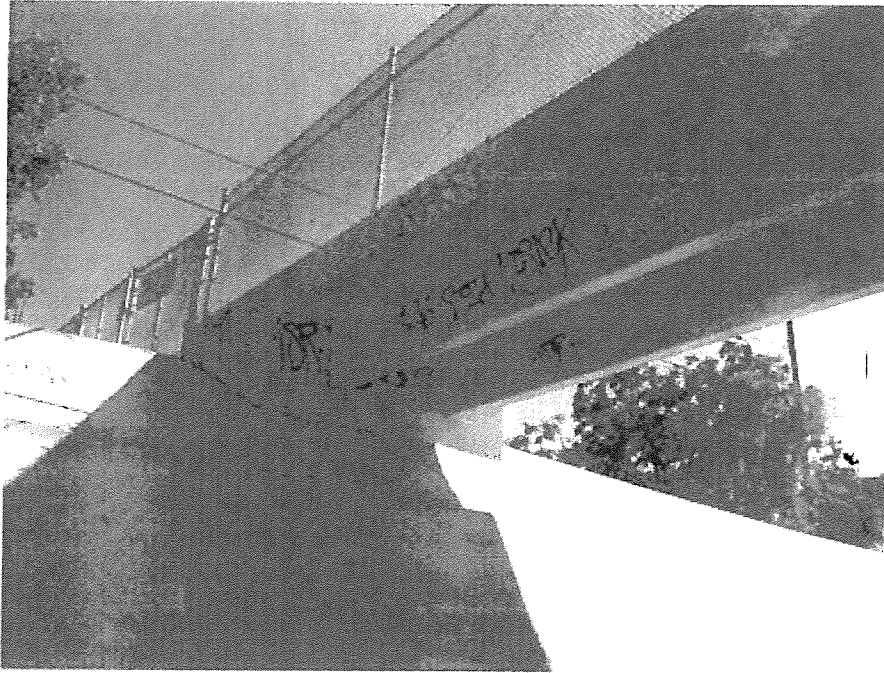
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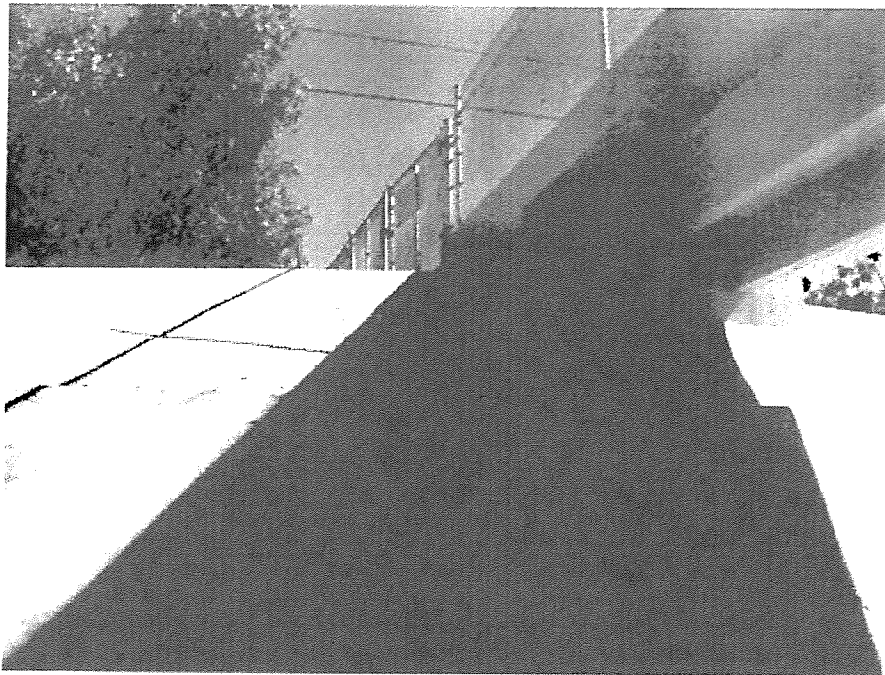


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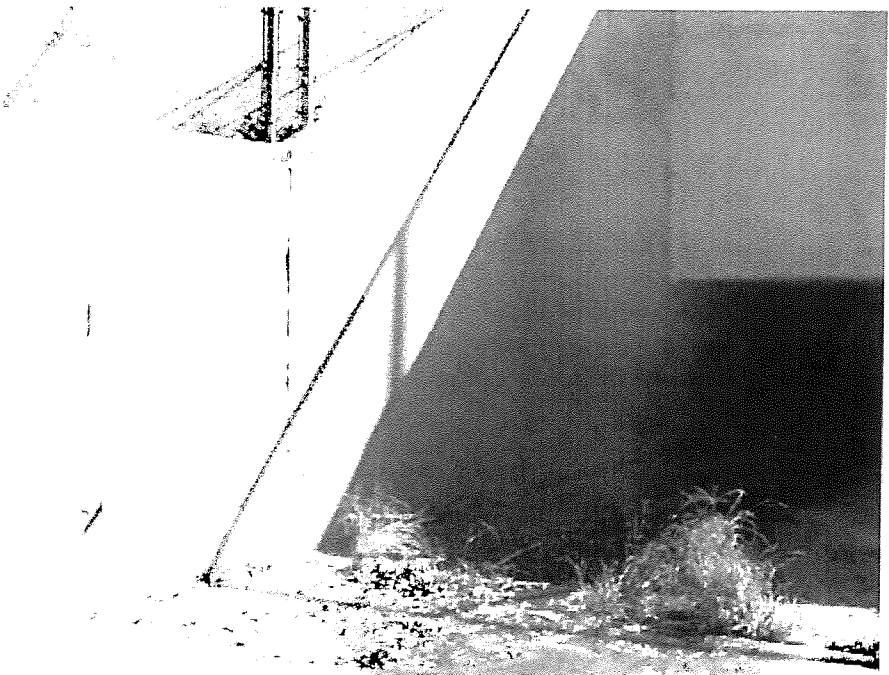
GRAFFITI IN CHANNEL - BEFORE



AFTER ABATEMENT



GRAFFITI IN CHANNEL - BEFORE



AFTER ABATEMENT

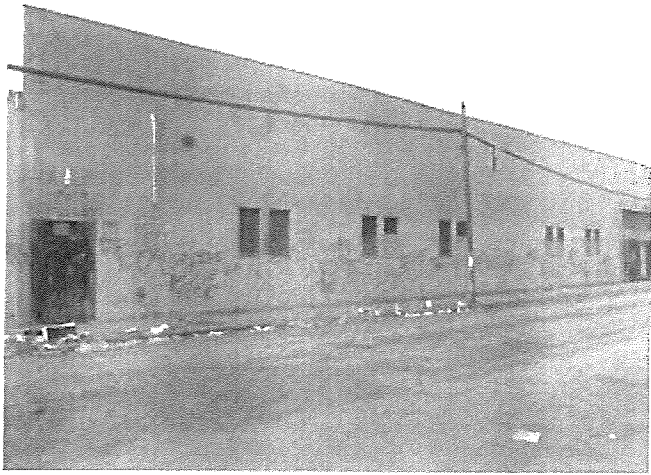


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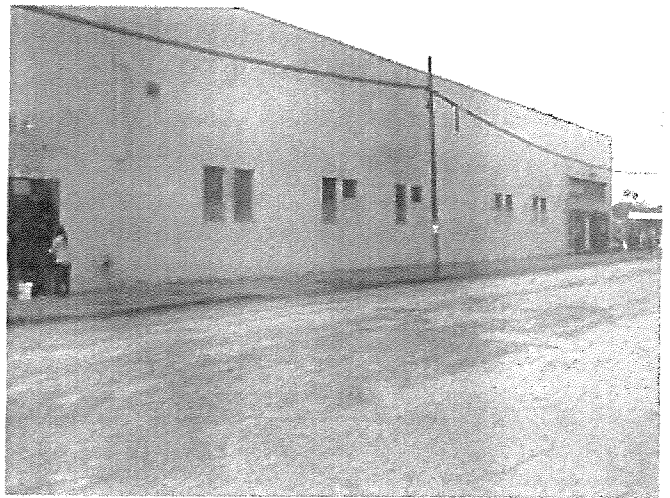


PAINTING

WOODS MAINTENANCE / GRAFFITI CONTROL SYSTEMS – BUCKET TRUCK

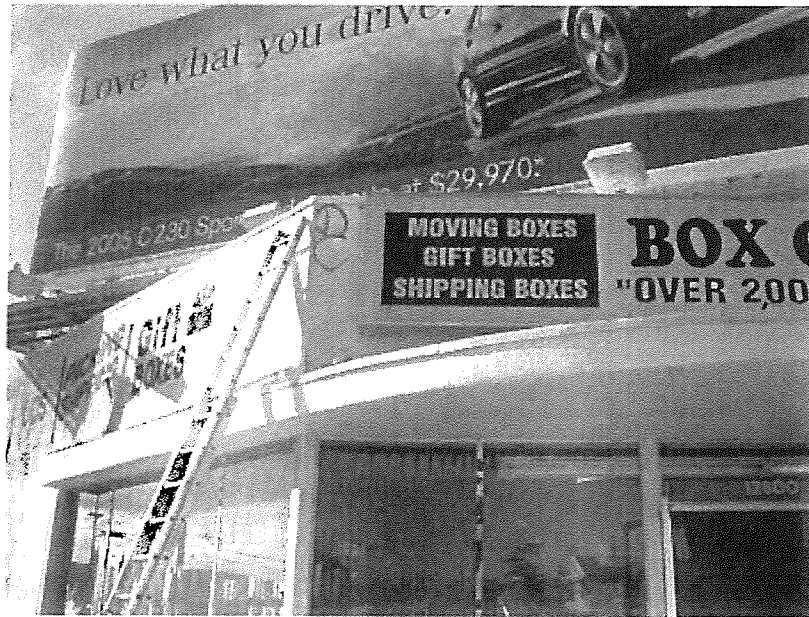


BEFORE



AFTER

GRAFFITI PAINT OUT



High Graffiti—before



High Graffiti—after

SAFETY PROGRAM

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SAFETY PROGRAM

Safety First Priority

The personal safety and health of each employee of WOODS MAINTENANCE SERVICES, INC. is of primary importance. Prevention of occupationally-induced injuries and illness is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our employees must bear primary responsibility for working safely. A little common sense and caution can prevent most accidents from occurring.

Individual Cooperation Necessary

WOODS MAINTENANCE SERVICES, INC. maintains a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program in the best interests of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Safety Program Goals

The objective of WOODS MAINTENANCE SERVICES, INC. is a safety and health program that will reduce the number of injuries and illness to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

Safety Policy Statement

It is our policy that accident prevention shall be considered of primary importance in all phases of operation and administration. It is Management's intention to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each

SAFETY PROGRAM

supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Responsible Safety Officer as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

Safety Rules for All Employees

It is the policy of WOODS MAINTENANCE SERVICES, INC. that everything possible will be done to protect you from accidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. If an employee is injured, positive action must be taken promptly to see that the employee receives adequate treatment. No one likes to see a fellow employee injured by accident. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

- ♣ All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report unsafe conditions or practices to the proper authority, including the supervision on the project, and, if corrective action is not taken immediately, a governmental authority with proper jurisdiction over such practices.
- ♣ The President shall be responsible for implementing these policies by insisting that employees observe and obey all rules and

SAFETY PROGRAM

regulations necessary to maintain a safe work place and safe work habits and practices.

- ♣ Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
- ♣ Suitable clothing and footwear must be worn at all times. Personal protection equipment (PPE) (hardhats, respirators, eye protection) must be worn whenever needed.
- ♣ All employees will participate in a safety meeting conducted by their supervisor once every thirty days.
- ♣ Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, shall not be allowed on the job.
- ♣ Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well being of other employees are prohibited.
- ♣ Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
- ♣ No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness or other causes that it might expose the employee or others to injury.
- ♣ There will be no consumption of liquor or beer on the job.
- ♣ Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report any deficiencies to the President.
- ♣ Employees shall not handle or tamper with any electrical equipment, machinery or air or water lines in a manner not within the scope of their duties.
- ♣ All injuries should be reported to the President so that arrangements can be made for medical or first aid treatment.
- ♣ When lifting heavy objects, use the large muscles of the leg instead of the smaller muscles of the back.
- ♣ Do not throw things, especially material and equipment. Dispose of all waste properly and carefully. Bend all exposed nails so that they do not hurt anyone removing the waste.

SAFETY PROGRAM

Training

Employee safety training is another requirement of an effective injury and illness prevention program. While WOODS MAINTENANCE SERVICES, INC. believes in skills training, we also want to emphasize safety training. All employees should start the safety training by reading this manual and discussing any problems or safety concerns with your direct supervisor. You may wish to make notes in the margins of this manual where it applies to your work.

Safety and Health Training

Training is one of the most important elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Training is required for both supervision and employees alike. The content of each training session will vary, but each session will attempt to teach the following:

- ◆ The success of our injury and illness prevention program depends on the actions of individual employees as well as a commitment by the Company.
- ◆ Each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.
- ◆ Each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the equipment in good condition.
- ◆ Each employee will learn what to do in case of emergencies occurring in the workplace. Supervisors are also vested with special duties concerning the safety of employees. The supervisors are key figures in the establishment and success of the Company's injury and illness prevention program. They have primary responsibility for actually implementing the injury and illness prevention program, especially as it relates directly to the

SAFETY PROGRAM

workplace. Supervisors are responsible for being familiar with safety and health hazards to which employees are exposed, how to recognize them, the potential effects of these hazards, and rules and procedures for maintaining a safe workplace. Supervisors shall convey this information to the employees at the workplace, and shall investigate accidents according to the accident investigation policies contained in this manual.

Periodic Safety Training Meetings

WOODS MAINTENANCE SERVICES, INC. has safety meetings every 90 days. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and material safety data sheets. These meetings are mandatory and compensable.

OSHA Records Required

Copies of required accident investigations and certifications of employee safety training shall be maintained by the Responsible Safety Officer. A written report will be maintained on each accident, injury or on-the-job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 300, according to its instructions. Supplemental records of each injury are maintained on OSHA Form 101, or Employee Report of Injury or Illness Form 5020. Every year, a summary of all reported injuries or illnesses is posted no later than February 1, for three months, until April 30, on OSHA Form 300. These records are maintained for five years from the date of preparation.

Safety Equipment

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment possible to obtain.

Use all safeguards, safety appliances or devices furnished for your protection and comply with all regulations that may concern or affect your

SAFETY PROGRAM

safety. Wear gear properly - all snaps and straps fastened, cuffs not cut or rolled.

Your supervisor will advise you as to what protective equipment is required for your job. Certain jobs require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary approved protective appliances. These items shall be worn and effectively maintained as a condition of your continued employment and part of our mutual obligation to comply with the Occupational Safety and Health Act.

Safety goggles, glasses and face shields shall correspond to the degree of hazard, i.e. chemical splashes, welding flashes, impact hazard, dust, etc. Do not alter or replace an approved appliance without permission from your supervisor.

Rubber gloves and rubber aprons shall be worn when working with acids, caustics and other corrosive materials.

Specified footwear must be worn.

No jewelry shall be worn around power equipment.

Hearing protection appliances (approved muffs or plugs) shall be worn by all employees working within any areas identified as having excess noise levels (with the exception of roadway workers). Your supervisor will instruct you in the proper use of each appliance.

Smoking and Fire Safety

Fire is one of the worst enemies of any facility. Learn the location of the fire extinguishers. Learn how to use them. You can help prevent fires by observing the smoking rules:

- Smoking is not allowed on the site, except in designated areas.
- Smoking is not permitted in rest rooms.
- If you are not sure about where you may smoke, ask your supervisor

SAFETY PROGRAM

Personal Protective Equipment Clothing

- ◆ Where there is a danger of flying particles or corrosive materials, employees must wear protective goggles and/or face shields provided by WOODS MAINTENANCE SERVICES, INC.
- ◆ Employees are required to wear safety glasses at all times in areas where there is a risk of eye injuries such as punctures, contusions or burns.
- ◆ Employees who need corrective lenses are required to wear only approved safety glasses, protective goggles or other medically approved precautionary procedures when working in areas with harmful exposures, or risk of eye injury.
- ◆ Employees are required to wear protective gloves, aprons, shields and other means provided in areas where they may be subject to cuts, corrosive liquids and/or harmful chemicals.
- ◆ Hard hats must be worn in areas subject to falling objects, and all times on construction sites.
- ◆ Appropriate footwear including steel toed shoes must be worn in an area where there is a risk of foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetrating action.
- ◆ When necessary, employees must wear approved respirators, which will be provided for emergency and regular use.
- ◆ All safety equipment must be maintained in sanitary condition and ready for use. Report any defective equipment immediately.

Hardhats

At WOODS MAINTENANCES SERVICES, INC., hardhats are required at all times in designated areas and while performing prescribed work duties. Hardhats are common in our industry. There was a time, about a hundred years ago, when no one wore a hardhat. But overtime, the value of hardhats to save lives was firmly proven, so that the entire industry now accepts this safety device as a natural article of clothing.

When you wear a hardhat, wear it right. Keep it squarely on your head with the inside band properly adjusted.

SAFETY PROGRAM

Work Environment

Work sites must be clean and orderly. Work surfaces must be kept dry or appropriate means taken to assure the surfaces are slip-resistant. Spills must be cleaned up immediately. All combustible scrap, debris and waste must be stored safely and removed promptly. Combustible dust must be cleaned up with a vacuum system to prevent the dust from going into suspension. Waste containers must be covered. Oily and paint soaked rags are combustible and should be discarded in sealed metal containers. Latex paint rags may be washed and dried per normal cleaning procedures.

Driving

Drive safely. If vehicles are used during the workday, seat belts and shoulder harnesses are to be worn at all times. Vehicles must be locked when unattended to avoid criminal misconduct. Do not exceed the speed limit. Vehicles must be parked in legal spaces and must not obstruct traffic. Should it become necessary to block traffic, all standard operating procedures for traffic control postings and warnings shall be employed. All employees must practice defensive driving.

Vehicle Maintenance

Work safely when repairing vehicles. When tires are mounted or inflated on drop center wheels, safe practice procedures must be observed. Employees are strictly forbidden from taking a position directly over or in front of a tire while it is being inflated.

Safe practices, such as safety goggles and gloves must be utilized when changing or checking vehicle fluids. Only approved jacks and lifting devices may be used on vehicles, and no employee shall work directly under any part of a vehicle that comes in contact with the ground.

Tool Maintenance

Faulty or improperly used hand tools and equipment area safety hazard. All employees shall be responsible for ensuring that tools and equipment used by them or other employees at their work site are in good condition. Broken or fractured handles, worn or dull blades, missing or

SAFETY PROGRAM

unsecured safety devices must be replaced before that tool may be allowed to work.

Appropriate safety glasses, face shields must be worn while using hand tools or equipment which might produce flying materials, or be subject to breakage. Check your tools often for wear and defects.

Ladders

Check ladders each and every time before you climb. Ladders should be maintained in good condition: joints between steps and side rails should be tight, hardware and fittings securely attached, and movable parts

operating freely without binding or undue play. Non-slip safety feet are provided on each ladder. Ladder rungs must be free of grease, oil, paint and spilled chemicals.

Ladders used near electrical equipment must be made of a non-conducting material. Stored ladders must be easily accessible for inspection and service, kept out of weather and away from excessive heat, and well supported when stored horizontally.

A portable ladder must not be used in a horizontal position as a platform or runway by more than one person at a time. A portable ladder must not be placed in front of doors that open toward the ladder or on boxes, barrels, or other unstable bases. Ladders must not be used as guys, braces or skids. The height of a step ladder should be sufficient to reach the work area without using the top or next to the top step.

Construction Safety

Construction safety is closely monitored by various on-site construction supervisors, job site coordinators, superintendents, architects, engineers, government and private inspectors, contractor's and subcontractor's safety officials and safety officers of these entities. Each contractor and subcontractor must provide the name of its designated safety official for the job site to WOODS MAINTENANCE SERVICES, INC., before being allowed to commence work on the site.

SAFETY PROGRAM

Accident Prevention Policy Posting

Each employee has a personal responsibility to prevent accidents. You have a responsibility to your family, to your fellow workers and to the Company. You will be expected to observe safe practice rules and instructions relating to the efficient handling of your work. Your responsibilities include the following:

- ♣ Incorporate safety into every job procedure. No job is done efficiently unless it has been done safely.
- ♣ Know that disciplinary action may result from a violation of the safety rules.
- ♣ Report all injuries immediately, no matter how slight the injury may be.
- ♣ Caution fellow workers when they perform unsafe acts.
- ♣ Don't take chances.
- ♣ Ask questions when there is any doubt concerning safety.
- ♣ Don't tamper with anything you don't understand.
- ♣ Report all unsafe conditions or equipment to your supervisor.

Accident Prevention Policy Posting

A copy of this manual will be posted in the work area.

It is the policy of WOODS MAINTENANCE SERVICES, INC. to provide a safe and clean workplace and to maintain sound operating practices. Concentrated efforts shall produce safe working conditions and result in efficient, productive operations. Safeguarding the health and welfare of our employees cannot be stressed too strongly.

Accident prevention is the responsibility of all of us. Department heads and supervisors at all levels shall be responsible for continuous efforts directed toward the prevention of accidents. Employees are responsible for performing their work in a safe manner.

The observance of safe and clean work practices, coupled with ongoing compliance of all established safety standards and codes, will reduce accidents and make our Company a better place to work.

SAFETY PROGRAM

Safety Audits

The best method to establish a safer workplace is to study past accidents and worker compensation complaints. By focusing on past injuries, the Company hopes to avoid similar problems in the future. Therefore, whenever there is an accident, and in many cases upon review of past accidents, you may be requested to participate in a safety audit interview. During the interview, there will be questions about the nature of the investigation and the workplace safety related to the incident. Please answer these questions honestly and completely. Also, please volunteer any personal observations and/or suggestions for improved workplace safety.

Based upon the study of past accidents and industry recommendations, a safety training program has been implemented. In addition to other preventative practices, there will be a group discussion of the cause of the accident and methods to avoid the type of accidents and injury situations experienced in the past. Work rules will be reviewed and modified based upon the study of these accidents.

In addition to historical information, workplace safety depends on workplace observation. Your supervisor is responsible for inspecting your working area daily, before and while you are working. However, this does not mean that you are no longer responsible for inspecting the workplace also. Each day, before you begin work, inspect the area for any dangerous conditions. Inform your supervisor of anything significant, so other employees or guests are advised. You may also be given written communications regarding unsafe conditions or serious concealed dangers. Review this communication carefully and adjust your workplace behavior to avoid any danger or hazards. If you are unclear or unsure of the significance of this written communication, contact your supervisor and review your planned actions before starting to work. It is better to wait and check, than to go ahead and possibly cause an injury to yourself or others.

Accident Investigation

A primary tool used by WOODS MAINTENANCE SERVICES, INC. to identify the areas responsible for accidents is a thorough and complete accident investigation (see included forms). The results of each

SAFETY PROGRAM

investigation will be reduced to writing and submitted for review by management and Company's insurance carriers.

A written report should be prepared from notes and diagrams made at the scene. All statements should include the time and date given, and the town or county where the statement was made. If the statement is intended to be used in court proceedings, a suitable jurat is required, otherwise a simple statement that the description is sworn to be true under the penalty of perjury with the date, place and time included. All photographs or video recordings should be similarly identified. Let people know on tape that they are being recorded. Also, make sure that the names and addresses, as well as the day and evening phone numbers of all eye witnesses are noted and recorded.

If a formal police report or other official investigation is conducted by any government agency, get the name and badge number of the official, or a business card, and find out when a copy of the official report will be available to the public. If you are requested to make a statement, you have the right to have a Company lawyer attend your statement at no cost to you.

A satisfactory accident or incident report will answer the following questions:

- ◆ What happened? The investigation report should begin by describing the accident, the injury sustained, the eyewitnesses, the date, the time and location of the incident and the date and time of the report. Remember, who, what, where, when and how are questions that this report must address.
- ◆ Why did the accident occur? The ultimate cause of the accident may not be known for several days after all the data are analyzed. However, if an obvious cause suggests itself, include your conclusions as a hypothesis at the time you give your information to the person in charge of the investigation.
- ◆ What should be done? Once a report determines the cause of the accident, it should suggest a method of avoiding future accidents of a similar character. This is a decision by the Responsible Safety Officer and the Project Supervisor, as well as top management. Once a solution has been adopted, it is everyone's responsibility to implement it.

SAFETY PROGRAM

- ◆ What has been done? A follow up report will be issued after a reasonable amount of time to determine if the suggested solution
- ◆ was implemented, and if so, whether the likelihood of accident has been reduced.

Company Report Forms

Attached, for use by Supervisors and employees involved in an accident, are report forms specifically to aid in the investigation of all accidents, incidents and injuries.

Additionally, there are forms to be use to evaluate specific conditions and for verifying safety training for each employee.

All forms may be duplicated, should be numbered sequentially and filled out as completely as possible. Forms shall be returned to Company Offices and the supervisor of the particular project. Any questions relating to these forms should be addressed to the "Designated Safety & Health Representative" (Jeff Woods), or your direct supervisor.

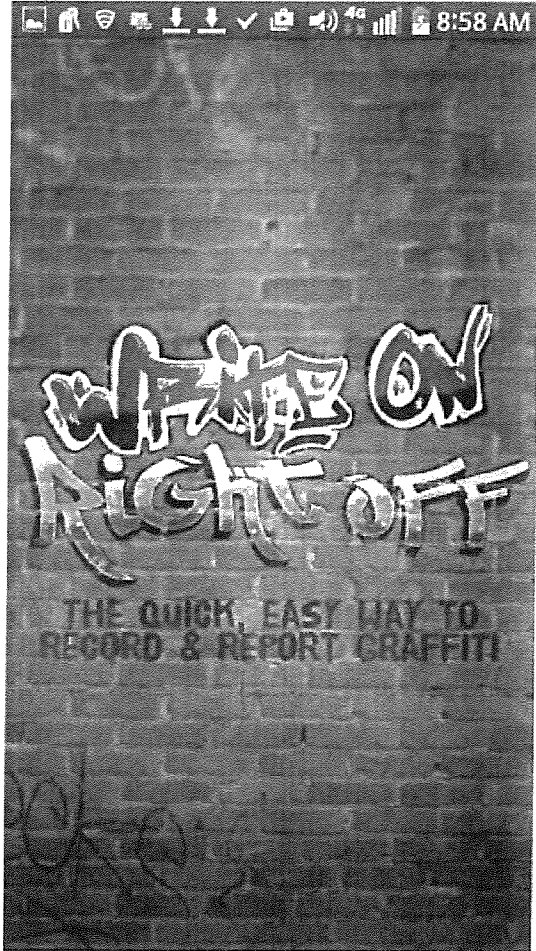
Revised 9/11

WOODS MAINTENANCE SERVICES, INC.



Sample Employee Identification Card

Write On, Right Off™ Screen Shots
SmartPhone



Report an Issue AUTO-LOCATE LOGIN

Your Name (Optional) _____

Your Email (Optional) _____

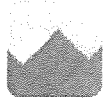

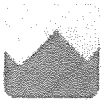
Santa Monica ▾

Graffiti Address _____

Where is the Graffiti at this location?

Location Details _____

You may (optionally) upload some images by touching these placeholders.

Submit

Write On, Right Off™ Screen Shots

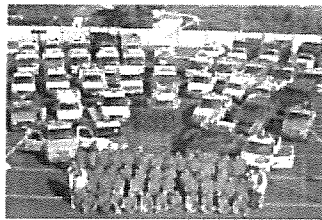
Web Application

OFFICE ADMIN

OFFICE ADMIN



LEARN IT
RIGHT OFF
SYSTEMS



Write On, Right Off is the single data source you need to track and manage your fleet in the United States, serving more companies nationwide daily. Many of the capabilities of any other fleet software are included in our software, including vehicle management, location, and maintenance services. We also have a mobile app to support tablets, and have taken steps to make our software work on even the smallest of devices. We have a lot to offer to the fleet management industry, and we are looking for the right people to help grow our business.

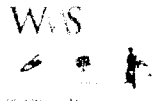


Report Generation

This is a screenshot of the report generation interface. It shows a list of reports and their details, including the report name, the date it was generated, and the user who generated it.



Mobile App



Visit Woods Maintenance Services INC

Woods Maintenance Services, Inc. is the development of a mobile application for the maintenance services industry. We are looking for the right people to help grow our business.

OFFICE ADMIN

OFFICE ADMIN



LEARN IT
RIGHT OFF
SYSTEMS

OFFICE ADMIN

CITY

Los Angeles

ADDRESS

1000 Wilshire Blvd, Los Angeles, CA 90017, USA

LOCATION OF BEARING

Address: 1000 Wilshire Blvd, Los Angeles, CA 90017, USA

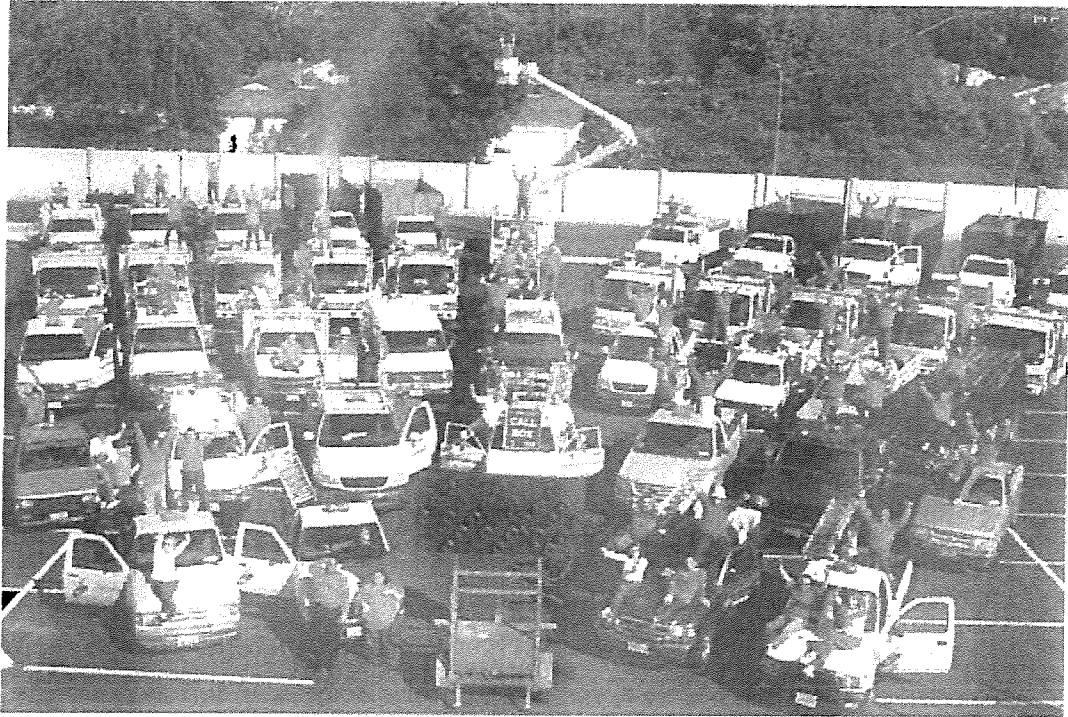
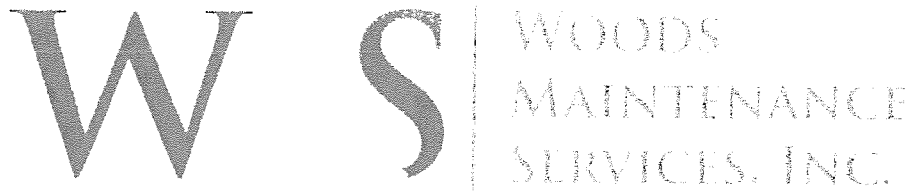
Map



MAPS

Google Maps

Mapbox



**County of Los Angeles
Graffiti Removal Services District 3
2017-PA020**

July 11, 2017

Woods Maintenance Services, Inc.
7260 Atoll Avenue
North Hollywood, California 91605
(800) 794-7384

<http://www.graffiticontrol.com> sales@graffiticontrol.com

**SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 3,408	12	\$ 40,896
TOTAL ANNUAL PROPOSED PRICE = \$ 40,896				

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE July 7, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322 / 745689	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

**SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE July 7, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322 / 745689	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

**SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 3,408	12	\$ 40,896
TOTAL ANNUAL PROPOSED PRICE =				\$ 40,896

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE July 7, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322 / 745689	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)

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PROPOSER'S ADDRESS 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Initial Term)	\$ 40,896
2	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 1)	\$ 40,896
3	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 2)	\$ 40,896
4	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 3)	\$ 40,896
TOTAL PRICE FOR YEARS' 1 THROUGH 4		\$ 163,584
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		\$ 40,896

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE July 7, 2017	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 741322 / 745689	LICENSE TYPE (IF APPLICABLE) B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

**County of Los Angeles
Request for County's Preference Program Consideration and
CBE Firm/Organization Information Form**

I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

Name of Firm	Woods Maintenance Services, Inc.	County Webven No.	056965
Print Name:	Barry K. Woods	Title:	President
Signature:	<i>Barry K. Woods</i>	Date:	October 23, 2017
Reviewer's Signature	Approved	Disapproved	Date

FORM PW-9.1 (SUPPLEMENTAL)

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

FIRM NAME:	Woods Maintenance Services, Inc.
My County (WebVen) Vendor Number:	056965

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

Business Structure:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise		
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 94						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			5	1	82	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2			

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

Authorized Signature: <i>Benny K. Woods</i>	Title: President	Date: October 23, 2017
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ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: CA	Zip Code: 91605
Telephone Number: 818-764-2515	Email Address: jwoods@graffiticontrol.com	
Solicitation/Contract for 2017-PA020 [District 3 Graffiti] Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: October 23, 2017

GRAFFITI REMOVAL SERVICES DISTRICT 3 (2017-PA020)
BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB
GRAFFITI REMOVAL SERVICES DISTRICT 3

BIDDER MUST CHECK A BOX IN EACH SECTION

Important Note: The information on this form is subject to verification.

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

At the time of Bids Submission, Bidder must meet the following minimum requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
741322	Woods Maintenance Services, Inc. dba Graffiti Control Systems	Thru 10/31/2017	1

*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Bid Submission to validate this minimum mandatory requirement.
Woods Maintenance Services, Inc. dba Graffiti Control Systems	10/97	Woods Maintenance Services, Inc. has provided graffiti removal services for over 35 years for municipal clients, including multiple contracts for the County of Los Angeles.
	Current	

No. Bidder does not meet the experience requirement stated above

Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.

2.2. Bidder's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience Please provide a detailed narrative of bidder's managing employee's experience in your Bid Submission to validate this minimum mandatory requirement.
Jeff Woods	9/03	Jeff Woods has been the General Manager of Woods Maintenance Services for over 15 years. In this capacity he has managed more than 25 graffiti removal contracts with municipal agencies, including many with the County of Los Angeles.
	Current	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Woods Maintenance Services, Inc.	1000003177	05/08/2017	06/30/2018


No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.

No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

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

Bidder's Name: Woods Maintenance Services, Inc. dba Graffiti Control Systems	
Authorized representative Name: Barry K. Woods	
Signature: 	Date: July 7, 2017

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authority	Signature <i>Barrk K. Woods</i>	Print Name and Title	Barrk K. Woods - President
Print Name of Firm	Woods Maintenance Services, Inc.	Date	October 23, 2017

FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Woods Maintenance Services, Inc.

Name of Proposer's Health Plan: Anthem Blue Cross Date: 10/23/17

Medical Insurance/Health Plan:

Employer Pays \$ 230.97 Employee Pays \$ 43.33 Total Mo. Premium \$ 274.30

Annual Deductible
Employee \$ 0 Family \$

Coverage (√)

- Hospital Care (In Patient Out Patient)
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 0.00 Employee Pays \$ 11.74 Total Mo. Premium \$ 11.74

Life Insurance:

Employer Pays \$ 275.00 Employee Pays \$ 0.00 Total Mo. Premium \$ 275.00

Vacation:

Number of Days 0 and

Any increase after 10 years of employment, number of days or hours 5 days

Sick Leave:

Number of Days 6 and

Any increase after N/A years of employment, number of days or hours N/A


Holidays:

Number of Days 7 per year

Retirement:

Employer Pays \$ N/A Employee Pays \$ N/A Total Premium \$ N/A

ACTIVE AND CURRENT CONTRACTOR LICENSES

	State Of California CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE	
LICENSE NUMBER	741322	Entity CORP
Business Name	WOODS MAINTENANCE SERVICES INC DBA GRAFFITI CONTROL SYSTEMS	
Classification	C61/D52 C33 C61/D38 B C61/D31 HAZ C61/D63 C61/D49 C27	
Expiration Date	10/31/2017	www.cslb.ca.gov 

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	LOS ANGELES	NORTH HOLLYWOOD	05/08/2017	06/30/2018

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Certification Status

Certification Name: Local Small Business Enterprise (LSBE)

Certification Number : 7970

LA County Approved Date : 4/17/2017

Begin Date : 4/17/2017

Cert Expiration : 2/28/2019

Business Information

Vendorid: 056965

Legal Business Name: WOODS MAINTENANCE SERVICES INC

Doing Business As (DBA): GRAFFITI CONTROL SYSTEMS

Address of Principal Place of Business: 7260 ATOLL AVENUE

Alternate Address:

City: NORTH HOLLYWOOD

State: CA

Zip Code: 91605

Contact Information

Name: BARRY K WOODS

Email: BKW@GRAFFITICONTROL.COM

Phone: 818-503-8240

Ext.:

Fax:

Enclosure B

Bid Detail Information

Bid Number : PW-ASD941
 Bid Title : RFSQ Graffiti Removal Services (2015-SQPA002)
 Bid Type : Service
 Department : Public Works
 Commodity : GRAFFITI REMOVAL SERVICES
 Open Date : 2/23/2015
 Closing Date : Continuous
 Bid Amount : \$ 0
 Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract Graffiti Removal Services (2015-SQPA002). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for graffiti removal services within the County of Los Angeles unincorporated areas or flood control rights of way. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069 or spham@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document at the time of SOQ submission including, but not limited to:

1. Proposer must hold a valid and active C-33 State of California-issued contractor's license.
2. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.
3. The use of subcontractors is prohibited for this service. Please disregard all references to subcontractor in this RFSQ.

Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all qualified contractors determined to be qualified through this solicitation process with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Thursday, March 5, 2015, at 9:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject statement of qualifications from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposer's Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

Public Works may intend to release an Invitation for Bids to qualified contractors in April 2015. This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than Thursday, March 19, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until July 1, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

Contact Name : Scott Pham
 Contact Phone# : (626) 458-4069
 Contact Email : spham@dpw.lacounty.gov
 Last Changed On : 2/24/2015 8:43:48 AM

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ENCLOSURE C

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
 CONTRACTOR'S UTILIZATION PARTICIPATION FOR
 GRAFFITI REMOVAL SERVICES DISTRICT 3

SELECTED FIRMS

	Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
1	None						
2	Medium-Sized Business Category Contractor Name						
	Large-Sized Business Category Contractor Name						
3	Woods Maintenance Services, Inc., dba Graffiti Control Systems	X	X				

NON-SELECTED FIRMS

	Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
4	None						
5	Medium-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
	Large-Sized Business Category Contractor Name						
6	None						