



MARK PESTRELLA, Director

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

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
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**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

September 17, 2019

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

29 September 17, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACTS  
BUSINESS OUTREACH AND TECHNICAL SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award four services contracts for armed and unarmed security services at various Public Works field locations throughout Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work in this Board letter is not a project pursuant to 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 four contracts for armed and unarmed security services to Cypress Private Security, LP and direct the Chair to execute these four contracts. Each contract will be for a term of 1 year with three additional 1 year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential contract sum of \$3,449,650 for Stormwater Maintenance - Group A-1, North Area; \$4,266,266 for Road Maintenance - Group B; \$2,741,588 for Transportation Planning - Group C; and \$3,948,096 for Operational Services - Group D.

4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Cypress Private Security, LP 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. Delegate authority to the Director of Public Works or his designee to annually increase the contract amounts up to an additional 10 percent of the annual contract sums, which is included in the maximum potential contract sums for unforeseen additional work within the scope of these contracts, if required.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will award four services contracts to Cypress Private Security, LP to provide armed or unarmed security services during, before, and/or after regular business hours at various Public Works field locations throughout Los Angeles County, as shown on Enclosure A, to prevent theft and vandalism of County property.

The current contract will expire on December 31, 2019. The award of these contracts will continue the current services by the recommended contractor.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support County efforts to reduce crime and vandalism in communities and allows the County to manage and maximize use of County Assets and will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

The contract amounts are based on Public Works' estimated annual utilization of the contractor's service at the hourly rates quoted by the contractor. The terms and sums for each term of the maximum contract periods for each respective contract are listed in the Award Schedule (Enclosure A), with maximum potential contract sums of \$3,449,650 for Stormwater Maintenance - Group A-1, North Area; \$4,266,266 for Road Maintenance - Group B; \$2,741,588 for Transportation Planning - Group C; and \$3,948,096 for Operational Services - Group D, for the entire contract period of 54 months, including 10 percent of the annual contract sum for unforeseen work within the scope of these contracts.

These contracts will be for a period of 1 year 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.

Funding for these services is included in Public Works' Fiscal Year 2019-20 various fund budgets:

Funding for the Stormwater Maintenance - Group A-1, North Area services are included in the Flood Fund.



Funding for the Road Maintenance - Group B services are included in the Road Fund.

Funding for the Transportation Planning - Group C services are included in the Transit Operations Fund.

Funding for the Operational Services - Group D services are included in the Internal Services Fund and in the Consolidated Sewer Maintenance Fund, GA9.

When the need arises for services under these contracts, financing the required services will be from the appropriate funding source. 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 Cypress Private Security, LP located in Santa Fe Springs, California. These contracts will commence on October 1, 2019, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew each of these contracts for three additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.

County Counsel has approved the contracts and they have been executed by Cypress Private Security, LP (Enclosures B.1-B.4). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

The standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' 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.

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 Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and 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 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.

### **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of California Environmental Quality Act.

## **CONTRACTING PROCESS**

On November 20, 2018, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business With Us" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed 1,373 Local Small Business Enterprises; 157 Disabled Veteran Business Enterprises; 139 Social Enterprises; 624 Community Business Enterprises; and 127 independent contractors, various business development centers, and municipalities about this business opportunity.

On January 9, 2019, three proposals were received for security services for various Public Works field locations for Group A-1; Group B; Group D; and five proposals were received for Group C. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One proposal for Group C was disqualified for failing to meet the RFP requirements. All remaining proposals for each respective group met the mandatory requirements and were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and demonstrated control over labor/payroll recordkeeping utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, apparent responsive and responsible proposer, Cypress Private Security, LP located in the City of Santa Fe Springs, California.

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 these contracts will continue the services without disruption to the public and 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 Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

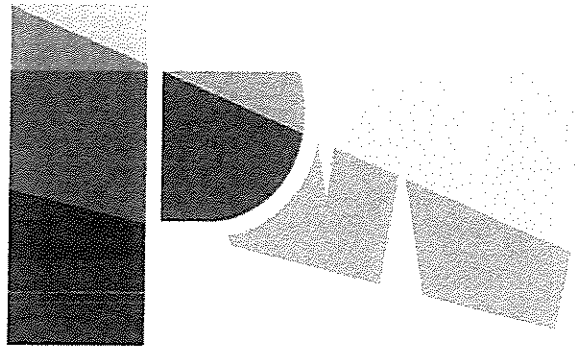
c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division

**Award Schedule**

Cypress Private Security, L.P. (four Contracts)

Service Location Group	Site No.	Site Locations	Supervisory District(s)	Annual Contract Sum Initial Year	Annual Contract Sum Option Year 1	Annual Contract Sum Option Year 2	Annual Contract Sum Option Year 3	Month-to-Month Extension Up to 6 Months	Total Overall Contract Sum No Contingency	Maximum Potential Contract Sum with 10% Contingency
Group A-1 Stormwater Maintenance North Area	1	Eaton Yard 2986 New York Drive Pasadena, CA 91107	5							
	2	Hansen Yard 10179 Glenoaks Boulevard Sun Valley, CA 91352	3	\$652,068.00	\$678,330.00	\$705,308.00	\$733,559.00	\$366,780.00	\$3,136,045.00	\$3,449,650
	3	Pacoima Dam 15300 N. Pacoima Canyon Road Pacoima, CA 91331	5							
	4	Spreading Grounds Area Patrols Pacoima / Hansen / Eaton / Citrus area spreading grounds	3 & 5							
Group B Road Maintenance Group	1	Palmdale Yard (MDS) 38126 N. Sierra Highway Palmdale, CA 93550	5							
	2	Hollydale Yard 11282 South Garfield Avenue Downey, CA 90242	4							
	3	RD 555 Yard 17341 East Avenue J Lancaster, CA 93535	5	\$806,604.00	\$838,781.00	\$872,368.00	\$907,113.00	\$453,557.00	\$3,878,423.00	\$4,266,266
	4	Southwest Permit Office 1320 West Imperial Highway Los Angeles, CA 90044	2							
	5	La Puente Permit Office 16005 East Central Avenue La Puente, CA 91744	1							
Group C Transportation Planning Group	1	Acton Park-N-Ride Lot 733 West Sierra Highway Acton, CA 93550	5							
	2	Pomona Fairplex Park-N-Ride Lot 1810 Gillette Road Pomona, CA 91768	1							
	3	Via Verde Park-N-Ride Lot 21320 Via Verde Road San Dimas, CA 91733	5	\$518,268.00	\$539,048.00	\$560,606.00	\$582,953.00	\$291,477.00	\$2,492,352.00	\$2,741,588
	4	Ventura Park-N-Ride Lot 10801 Ventura Boulevard Studia City, CA 91604	3							
Group D Operational Services Group	1	Lower Central Yard 1525/1537 Alcazar Street Los Angeles, CA 90033	1							
	2	Upper Central Yard 2275 Alcazar Street Los Angeles, CA 90033	1	\$746,458.00	\$776,236.00	\$807,307.00	\$839,451.00	\$419,726.00	\$3,589,178.00	\$3,948,096
	3	South Yard 1129 East 59th Street Los Angeles, CA 90001	2							

# Agreement



*Public Works*  
LOS ANGELES COUNTY

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS PRIVATE SECURITY, LP

FOR

SECURITY SERVICES FOR VARIOUS  
PUBLIC WORKS FIELD LOCATIONS  
STORMWATER MAINTENANCE - GROUP A-1, NORTH AREA

78997

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AGREEMENT FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS  
STORMWATER MAINTENANCE - GROUP A-1, NORTH AREA

THIS AGREEMENT, made and entered into on this 17th day of September, 2019, 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 CYPRESS PRIVATE SECURITY, LP, a California Limited Partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 9, 2019, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Field Locations Stormwater Maintenance - Group A-1, North Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Schedule of Prices Forms PW-2.1-4A (North), an amount not to exceed the Maximum Contract Sum of \$3,136,045 for the entire Contract period, or such greater amount as the Board may approve (Maximum Potential Contract Sum). The sum for the initial term is \$652,068; the sum for the first option term is \$678,330; the sum for the second option term is \$705,308; the sum for the third and final option term is \$733,559; and a month-to-month extension of up to six months at the PW-2.4A (North) rates for \$366,780.

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2019, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to extend 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 and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written

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notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1-4A (North).

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:

Los Angeles County 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 Potential 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 Potential 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 Potential Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Potential 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 Potential 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 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

THIRTEENTH: A faithful performance bond, substantially in the form attached as Exhibit L, is required in a sum not less than 50 percent of the total Annual Contract Sum, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total Annual Contract Sum may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

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

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**BOARD EXECUTE**

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 *Jenice Hahn*  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

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

By *Maria Olvera*  
Deputy

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Maria Olvera*  
Deputy

APPROVED AS TO FORM:

MARY WICKAM  
County Counsel

By *Carole Suzuki*  
Deputy

CYPRESS PRIVATE SECURITY, LP

By *Fes Narbutas*  
Its President

**FES NARBUTAS**  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 29

SEP 17 2019

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

By *[Signature]*  
Its Secretary

**JOHNS TEJNERON**  
Type or Print Name

78997

# 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

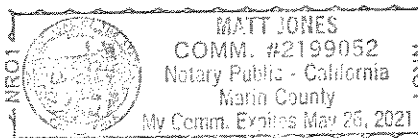
County of MARIN

On 7/23/2019 before me, Matt Jones, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature

A handwritten signature in black ink, appearing to read 'Matt Jones', written over a horizontal line.

(Seal)

**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 San Francisco

On JUL 25 2019 before me, Maresh Patel, Notary Public  
(insert name)

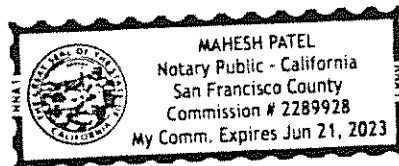
personally appeared Jonas TEGNERUD  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their 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.



(Notary's Signature)



[seal]



## SCOPE OF WORK

### SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE - GROUP A-1, NORTH AREA

A. Public Works Contract Manager

The Contract Manager is the only person authorized by Public Works to request work from the Contractor. Contract Managers may, at their sole discretion, designate additional Public Works staff as Assistant Contract Managers for their respective facilities/locations delegating them the authority to also request work under this Contract. Both referred to hereinafter as the Contract Manager. The Public Works Contract Manager for this Contract will be Mr. Armond Ghazarian of our Stormwater Maintenance Division, he may be reached at (626) 458-4114, or via email at [ghazar@dpw.lacounty.gov](mailto:ghazar@dpw.lacounty.gov). The Contractor shall be notified in writing in the event of a change in the Contract Manager.

B. Work Locations

Work locations and hours and days of service for each site are indicated in Exhibit G, Security Service Group Locations and Schedules.

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the Contract Manager. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County, by the Contractor upon request from the Contract Manager at an increase or decrease in cost in accordance with the rates quoted in the Schedule of Prices. Forms PW-2.1A through PW-2.4A.

C. Requests of Work from the 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.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the respective Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the Contract Manager to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Service Group Locations and Schedules. For example, the Contract Manager may request an armed security officer for a post which previously required an unarmed security

officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2 for the level of security services requested by the Contract Manager.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit's paragraph J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This

includes heaters, fans, radios, food in employee break room refrigerators, etc.

- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services such as making or receiving calls to or from their supervisors or County representatives.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site Contract Manager for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the Contract Manager.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the Contract Manager. Routes or points of emphasis along the designated routes may vary at the discretion of the Contract Manager.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. Security officers on patrol shall have a working mobile phone or two-way radio on their person at all times should they need make any emergency calls or should they need to be contacted by the Contract Manager. Any instance of the security officer's nonresponsiveness during his/her scheduled patrol may constitute Contractor nonperformance and incur penalties in accordance with this Exhibit's Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the Contract Manager.

6. Reports and Logs

- a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the Contract Manager, upon request.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed,

narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the Contract Manager for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the Contract Manager upon request.

F. Responsibilities of the Contractor

1. Contractor shall not use any Subcontractors in the performance of this Contract.
2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
3. Contractor shall have no fewer than 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
4. Contractor's supervising employee shall have no fewer than 3 years supervising security operations similar to those detailed in this Exhibit A, Scope of Work.

5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including options, if exercised.
6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the Contract Manager.
7. General Responsibilities shall include the following:
  - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
  - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent speaking and writing the English language.
  - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
  - d. Security officers shall be over the age of 18.
  - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
  - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
    - 1) California Guard Registration Card
    - 2) Valid and active California Class "C" Driver's License
    - 3) Valid and active Social Security Card
    - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
    - 5) California Firearms Qualification Cards (for armed security officers)
    - 6) Bureau of Security and Investigative Services impact weapon (baton) training

- 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
  - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
  - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
  - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
  - h. The Contractor shall provide a resume to the Contract Manager for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit's Section O.6, Security Personnel Background and Experience.
  - i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the Contract Manager, at least one working day prior to assignment of a security officer for Public Works facility.
  - j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
  - k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
  - l. At the request of the Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.
7. Additional Obligations
- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical



and emotional health necessary to perform the duties required of their post.

- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required state of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit's page A.20, Section O.6, Security Personnel Required Background and Experience. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2, Schedule of Prices, for Sergeant and unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant as indicated on the Schedule of Prices, Form PW-2,

8. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.

- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the Contract Manager with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the Contract Manager.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
  - 1) Vacating assigned post without authorization.
  - 2) Leaning against walls, doors, etc.
  - 3) Idle talk with other security personnel, County employees, or visitors.
  - 4) Reading newspapers, magazines, or other nonwork-related materials.
  - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
  - 6) Wearing of headphones
  - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.

- 8) Using cellular phones for personal business.
  - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.
9. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the Contract Manager. As stated in Section A of this Exhibit, Contract Managers may designate other Public Works personnel as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. Public Works personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case

of disputes arising from the quality of work performed, the opinion of the Contract Manager shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the Contract Manager and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the Contract Manager prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O of this Exhibit. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have at least 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand English.

I. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
  - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls

- will be billed to Contractor. Telephone bills will be monitored by the Contract Manager on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.
- b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
  - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
2. Prior to the start of the Contract, the Contractor and the Contract Manager shall prepare an Equipment Inventory, Damage, and Loss Liability form (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and Contract Manager, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the Contract Manager. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
  3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the Contract Manager is granted.
  4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.
- J. Contractor-Furnished Items
1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
    - a. Trousers/skirt
    - b. Shirt/blouse
    - c. Belt, shoes, and socks - solid black

- d. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
  3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
  4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
  5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
    - a. Sam/Sally Browne belt (gun belt);
    - b. Handcuff case;
    - c. Set of handcuffs, plus female key;
    - d. Four (4) keepers;
    - e. Key Snap;
    - f. One heavy-duty, three or five cell flashlights, with batteries;
    - g. Radio with holder/pouch;
    - h. Name tag and Badge, to be worn on uniform at all times;
    - i. Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
    - j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
    - k. Holster (armed security officers only);
    - j. Ammunition pouch (armed security officers only);

- i. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position, or Glock 17 in 9mm caliber;

The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures. (armed security officers only);

- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only. (armed security officers only);
- n. Rain gear (as necessary);
- o. Jacket (as necessary).

K. Weapons List

The Contractor shall provide the Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

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



N. 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.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the Contract Manager.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the Contract Manager, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.

- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.

- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert Contract Managers of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the Contract Manager. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, as required.
- ll. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.

- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
  - Exhibit F - Performance Requirements Summary
  - Exhibit G - Security Service Group Locations and Schedules
  - Exhibit H - Notice of Proposed Payment Adjustment
  - Exhibit I - Contract Discrepancy Report
  - Exhibit J - Equipment Inventory, Damage, and Loss Liability
  - Exhibit K - Statement of Loss of County Security Equipment
  - Exhibit L - Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints

b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the Contract Manager upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the Contract Manager determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contract Manager. The County may alternatively enforce any applicable remedies as detailed in this Exhibit's Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the Contract Manager. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of

security officers and supervisors who will be assigned to perform work on this Contract.

- a. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- b. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- c. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- d. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- e. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- f. Contractor's security personnel and staff who have been involved in any of the following will not be accepted:
  - 1) Any felony conviction
  - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
  - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
  - 4) Conduct that would preclude the Contractor from receiving a bond
  - 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use

- g. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
  - 1) General Information - The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
  - 2) Employment History - A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
  - 3) Military Record - All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
  - 4) Criminal Record - Any criminal record of the candidate shall be fully disclosed.
- h. Security Director (Account Manager/Executive) - Equivalent of 5 years' paid experience managing security service operations.
- i. Lieutenant (Account Supervisor/Watch Commander) - Equivalent of 2 years' security supervisory experience.
- j. Sergeants (Site Supervisor) - Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- k. Armed Security Officers - Equivalent of 3 years' paid armed security experience.
- l. Unarmed Security Officers - Equivalent of 2 years' paid security experience.
- m. All security officers and supervisors shall possess the following, unless otherwise noted:
  - 1) Active and valid State of California Guard Registration Card
  - 2) Active and valid State of California Weapons Permit (unless unarmed)
  - 3) Impact weapon (baton) training certification as approved by BSIS
  - 4) Active and valid First Aid Certificate or EMS Certificate



- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

1. The Contractor shall submit monthly invoices for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
2. The Contractor's hourly rates as identified in the Schedule of Prices, Form PW-2, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

S. Removal of Debris

Any debris derived from these services 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. 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 National Pollutant Discharge Elimination System.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance,

nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

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

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the Contract Manager, the Contractor's performance of their post

orders or duties are unacceptable, the County may withhold payment of invoices or deduct a percentage or the number of hours of unacceptable service. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit H) of any adjustments. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

## SCHEDULE OF PRICES FOR

## SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

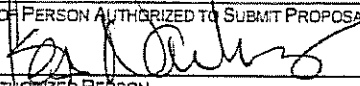
## GROUP A-1: Stormwater Maintenance Group – North Area, As shown on Exhibit G, Figure A-1

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1A (North), for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$ 29.04</u> /hr.	<u>12,712</u>	\$369,156.48
2.	Security Officer (Unarmed)	<u>\$ 27.05</u> /hr.	<u>9,320</u>	\$252,106.00
3.	Sergeant (Armed)	<u>\$ 30.00</u> /hr.	<u>500</u>	\$15,000.00
4.	Lieutenant (Armed)	<u>\$ 31.61</u> /hr.	<u>500</u>	\$15,805.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$652,067.48</b>

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

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

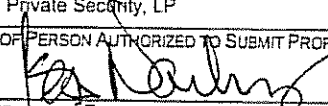
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 30.21</u> /hr.	<u>12,712</u>	\$384,029.52
2.	Security Officer (Unarmed)	<u>\$ 28.14</u> /hr.	<u>9,320</u>	\$262,264.80
3.	Sergeant (Armed)	<u>\$ 31.20</u> /hr.	<u>500</u>	\$15,600.00
4.	Lieutenant (Armed)	<u>\$ 32.87</u> /hr.	<u>500</u>	\$16,435.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b><u>\$678,329.32</u></b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/26/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

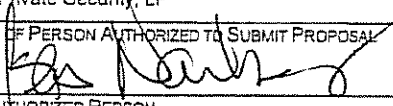
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$ 31.41 /hr.</u>	<u>12,712</u>	\$399,283.92
2.	Security Officer (Unarmed)	<u>\$ 29.26 /hr.</u>	<u>9,320</u>	\$272,703.20
3.	Sergeant (Armed)	<u>\$ 32.45 /hr.</u>	<u>500</u>	\$16,225.00
4.	Lieutenant (Armed)	<u>\$ 34.19 /hr.</u>	<u>500</u>	\$17,095.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$705,307.12</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

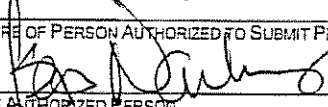
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$ 32.67 /hr.</u>	<u>12,712</u>	\$415,301.04
2.	Security Officer (Unarmed)	<u>\$ 30.43 /hr.</u>	<u>9,320</u>	\$283,607.60
3.	Sergeant (Armed)	<u>\$ 33.74 /hr.</u>	<u>500</u>	\$16,870.00
4.	Lieutenant (Armed)	<u>\$ 35.56 /hr.</u>	<u>500</u>	\$17,780.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>733,558.64</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
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TITLE OF AUTHORIZED PERSON CEO		
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DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
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**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	8	56	2912	\$ 49,882.56	
• Armed Security Officer (2)	8	6	6	6	6	6	6	8	46	2392	\$ 40,974.96	
• Armed Security Officer (3)	8							8	16	832	\$ 14,252.16	
<b>HANSEN YARD</b>	24	8	8	8	8	8	8	24	88	4576		
• Armed Security Officer (1)	8	8	8	8	8	8	8	8	56	2912	\$ 49,882.56	
• Armed Security Officer (2)	8							8	16	832	\$ 14,252.16	
• Armed Security Officer (3)	8							8	16	832	\$ 14,252.16	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14		42	2184		
• Unarmed Security Officer (1)	8					8	8		24	1248	\$ 20,105.28	
• Unarmed Security Officer (2)	6					6	6		18	936	\$ 15,078.96	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	14	24	118	6136		
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	8	56	2912	\$ 46,912.32	
• Unarmed Security Officer (2)	8	6	6	6	6	6	6	8	46	2392	\$ 38,535.12	
• Unarmed Security Officer (3)	8							8	16	832	\$ 13,403.52	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$17.13	\$	34,260.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.11	\$	16,110.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$18.91	\$	9,455.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>386,251.76</b>	
									(1) Vacations, Sick Leave, Holiday	\$	32,680.29	
									(2) Health Insurance	\$	21,301.27	
									(3) Payroll Taxes & Workers' Compensation	\$	62,019.39	
									(4) Welfare and Pension	\$	2,599.95	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>118,600.90</b>	
									(5) Equipment Costs	\$	31,276.98	
									(6) Service and Supply Costs	\$	73,409.51	
									(7) General and Administrative Costs	\$	23,155.46	
									(8) Profit	\$	19,372.87	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>147,214.82</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>652,067.48</b>	

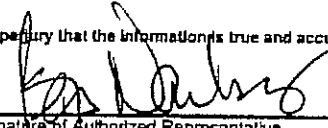
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The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	118	8136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	88	4576			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8						8	16	832	\$17.81	\$ 14,817.92	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	42	2184			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$16.75	\$ 20,904.00	
• Unarmed Security Officer (2)	6					6	6	18	936	\$16.75	\$ 15,678.00	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	118	8136			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$16.75	\$ 48,776.00	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$16.75	\$ 40,066.00	
• Unarmed Security Officer (3)	8						8	16	832	\$16.75	\$ 13,936.00	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$17.81	\$	35,620.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.75	\$	16,750.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$19.67	\$	9,835.00
<b>Comments/Notes:</b>												
										<b>Total Salaries</b>	\$	<b>401,595.72</b>
										(1) Vacations, Sick Leave, Holiday	\$	33,987.51
										(2) Health Insurance	\$	22,153.32
										(3) Payroll Taxes & Workers' Compensation	\$	64,500.16
										(4) Welfare and Pension	\$	2,703.53
										<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>123,344.52</b>
										(5) Equipment Costs	\$	32,528.06
										(6) Service and Supply Costs	\$	76,345.89
										(7) General and Administrative Costs	\$	24,081.67
										(8) Profit	\$	20,433.46
										<b>Total Other Costs (5+6+7+8)</b>	\$	<b>153,389.08</b>
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>678,329.32</b>

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
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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.

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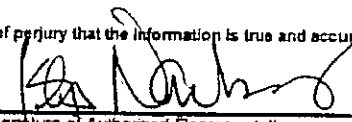
Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative



**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	<b>88</b>	<b>4576</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8						8	16	832	\$18.52	\$ 15,408.64	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	<b>42</b>	<b>2184</b>			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$17.42	\$ 21,740.16	
• Unarmed Security Officer (2)	6					6	6	18	936	\$17.42	\$ 16,305.12	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.42	\$ 50,727.04	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.42	\$ 41,668.64	
• Unarmed Security Officer (3)	8						8	16	832	\$17.42	\$ 14,493.44	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$18.52	\$	37,040.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$17.42	\$	17,420.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$19.24	\$	9,620.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$20.45	\$	10,225.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 417,625.64</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 35,347.01	
										(2) Health Insurance	\$ 23,039.46	
										(3) Payroll Taxes & Workers' Compensation	\$ 67,060.17	
										(4) Welfare and Pension	\$ 2,811.67	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 128,278.31</b>	
										(5) Equipment Costs	\$ 33,829.19	
										(6) Service and Supply Costs	\$ 79,399.72	
										(7) General and Administrative Costs	\$ 25,044.94	
										(8) Profit	\$ 21,129.32	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 159,403.17</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 705,307.12</b>	

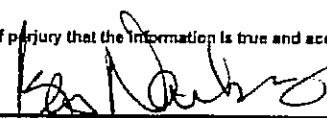
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

*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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	6	6	6	6	6	6	46	2392	\$19.26	\$ 46,069.92	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	<b>88</b>	<b>4576</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8						8	16	832	\$19.26	\$ 16,024.32	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	<b>42</b>	<b>2184</b>			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$18.12	\$ 22,613.76	
• Unarmed Security Officer (2)	6					6	6	18	936	\$18.12	\$ 16,960.32	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.12	\$ 52,765.44	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.12	\$ 43,343.04	
• Unarmed Security Officer (3)	8						8	16	832	\$18.12	\$ 15,075.84	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$19.26	\$	38,520.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$18.12	\$	18,120.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 434,351.52</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 36,760.89	
										(2) Health Insurance	\$ 23,961.03	
										(3) Payroll Taxes & Workers' Compensation	\$ 69,763.38	
										(4) Welfare and Pension	\$ 2,924.14	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 133,409.44</b>	
										(5) Equipment Costs	\$ 35,182.35	
										(6) Service and Supply Costs	\$ 82,575.71	
										(7) General and Administrative Costs	\$ 26,046.74	
										(8) Profit	\$ 21,992.88	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 165,797.68</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 733,558.64</b>	

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Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative

## 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.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement. **Please note, subcontracting is not allowed to perform any service required by this Contract.**

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 180 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 delegatee 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 person or 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. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. 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 Employees 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
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. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 Equal Employment Opportunity (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:

Contracting Manager, Business Relations and Contracts 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 certifications or licenses requested by County.
2. Contractor shall indemnify, defend, 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 Business Relations and Contracts 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 (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) 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.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or the Department of Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Department of Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Compliance with Employee Retention Policy

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy shall apply:

1. The new Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
2. The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
3. The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

### 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 due to 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, Appointed 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, Appointed 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, 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 required endorsements shall be sent to:

County of Los Angeles  
Dept. of Public Works, Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: 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, 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 the County. The full policy limits and scope of protection shall also apply to the County, 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 ten 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 Insurance Services Office, Inc. (ISO) 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:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

Contractor's policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, any person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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. 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

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 are 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 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 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) 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 DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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 13

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.





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2017 are less than \$53,930 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 7, 2018.

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](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

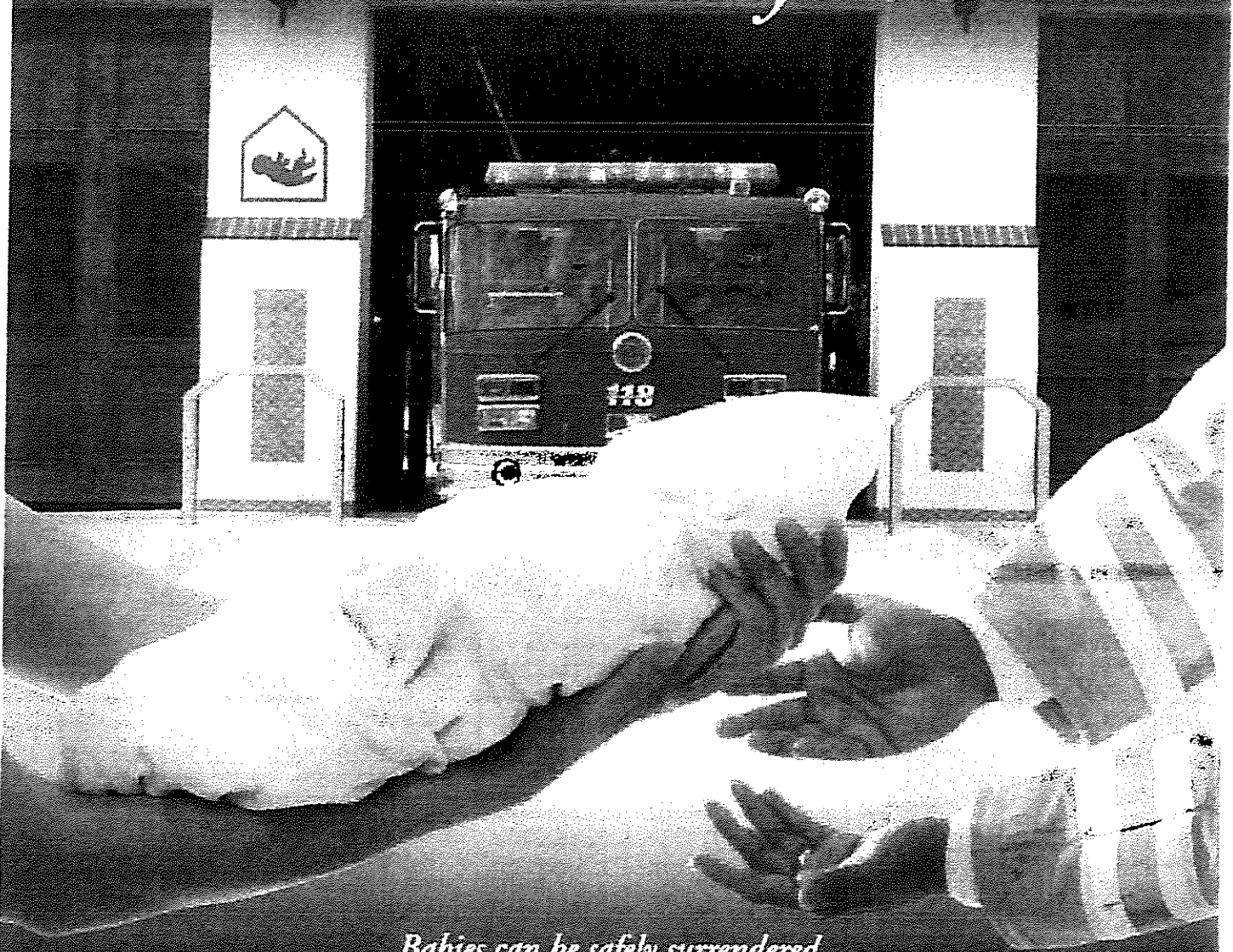
#### How Will My Employees Know If They Can Claim the EIC?

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 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

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

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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?

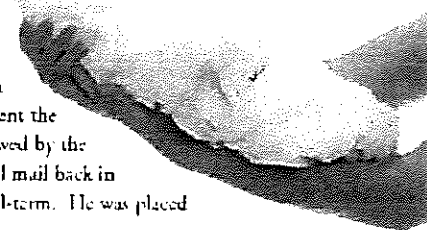
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.

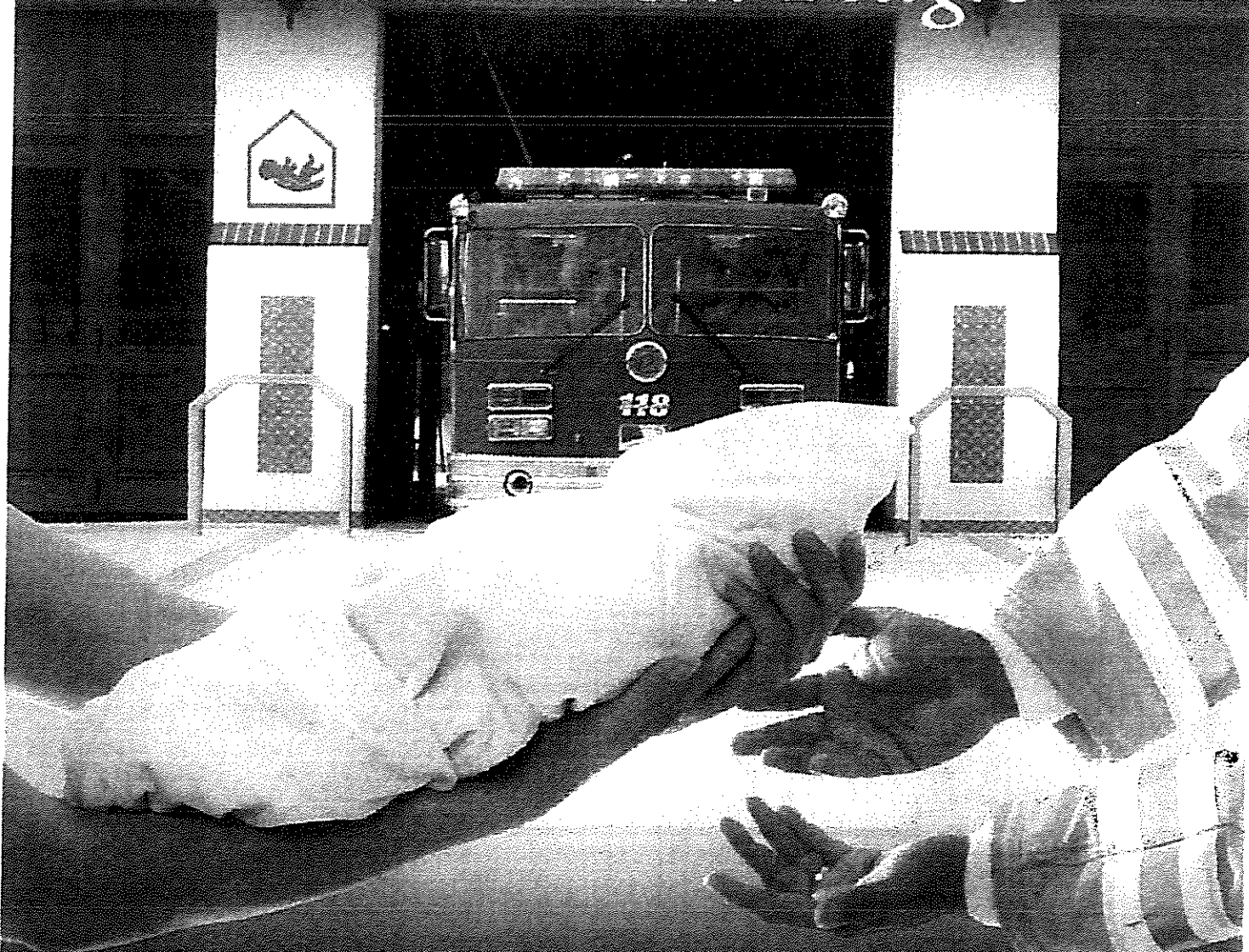
## A baby's story

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





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



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

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

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

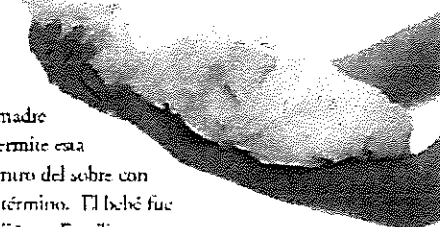
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

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

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



## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### Chapter 2.206

- 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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	Escort provided within 5 minutes of request.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**EXHIBIT F**

**PERFORMANCE REQUIREMENTS SUMMARY**

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Time Clock Patrol	Rounds made on schedule. Clocks activated.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
13. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. In the event the wand is inoperable, tours shall be done manually, reported and logged.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	Officer removed permanently	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract  Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	Deduct 8 hours per shift not covered plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Drives Vehicle	Drive vehicle as required.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Conducts Investigation	Complete investigations in a timely manner.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES**  
 COUNTY OF LOS ANGELES, PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as requested by the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1A through PW-2.4A for the given Contract term and for the level and rate of security requested by the Contract Manager.

**GROUP A-1: Stormwater Maintenance Group – North Area**

Contract Manager: Armond Ghazarian

Contact: (626) 458-4114; [aghazar@dpw.lacounty.gov](mailto:aghazar@dpw.lacounty.gov)

Figure A.1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SERVICE SCHEDULE	ESTIMATED HOURS
1.	EATON YARD 2986 New York Dr. Pasadena, CA 91107	Ron Driggs <a href="mailto:rdriggs@dpw.lacounty.gov">rdriggs@dpw.lacounty.gov</a> (626) 798-6761	Security Officer (Armed)	Mon. – Fri.	4 p.m. to 6 a.m. 14 hrs. daily	6,136
				Sat. – Sun.	7 a.m. to 7 a.m. 24 hrs. daily	
2.	HANSEN YARD 10179 Glenoaks Blvd. Sun Valley, CA 91352	Laren Bunker <a href="mailto:lbunker@dpw.lacounty.gov">lbunker@dpw.lacounty.gov</a> (818) 896-0594	Security Officer (Armed)	Mon. – Fri.	8 p.m. to 4 a.m. 8 hrs. daily	4,576
				Sat. – Sun.	4 a.m. to 4 a.m. 24 hrs. daily	
3.	PACOIMA DAM 15300 N. Pacoima Cyn. Rd. Pacoima, CA 91331	Benny Miranda <a href="mailto:bmiranda@dpw.lacounty.gov">bmiranda@dpw.lacounty.gov</a> (818) 212-7780	Security Officer (Unarmed)	Fri. – Sun.	5 p.m. to 7 a.m. 14 hrs. daily	2,184
4.	PACOIMA / HANSEN / EATON / CITRUS, ET. AL. SPREADING GROUNDS PATROLS Patrols defined by the Contract Manager. Scheduled service days and hours may vary.	Armond Ghazarian <a href="mailto:aghazar@dpw.lacounty.gov">aghazar@dpw.lacounty.gov</a> (626) 458-4114	Security Officer (Unarmed)	Mon. – Fri.	5 p.m. to 7 a.m. 14 hrs. daily	6,136
				Sat. – Sun.	7 a.m. to 7 a.m. 24 hrs. daily	

**EXHIBIT G**

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SERVICE SCHEDULE	ESTIMATED HOURS
5.	ON-CALL	TBD*	Security Officer (Armed)	Varies	Varies	2,000
6.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	Varies	1,000
7.	ON-CALL	TBD*	Sergeant Armed (Supervisor)	Varies	Varies	500
8.	ON-CALL	TBD*	Lieutenant Armed (Manager)	Varies	Varies	500
*Contract Manager will assign an on-site designee if any, for on-call services at the time of an on-call request.						
<b>TOTAL HOURS for On-Call Security:</b>						<b>4,000</b>
<b>TOTAL OVERALL SECURITY HOURS:</b>						<b>23,032</b>

The contactor shall bill monthly in accordance with the hourly rate provided in the Schedule of Prices for actual security service hours provided. As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedule specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Level of officer (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer.

Patrols, if any, will be paid mileage at the County's mileage permittee rate in addition to the officer's normal hourly rate.

**NOTICE OF PROPOSED PAYMENT ADJUSTMENT**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

In accordance with the terms of the Contract for Security Services for Various Public Works Field Locations Los Angeles County Department of Public Works will implement the following adjustment for Contract Deviations(s) as indicated:

Site Location/Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Shift: \_\_\_\_\_

Amount of Deduction \$ \_\_\_\_\_

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the attention of your Public Works Contract Manager within five calendar days of receipt of this notification; or to Department of Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention: Service Contracts. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)

**CONTRACT DISCREPANCY REPORT**

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: \_\_\_\_\_

Facility \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee Classification \_\_\_\_\_

Date of Unacceptable Performance \_\_\_\_\_

Description of Unacceptable Performance \_\_\_\_\_

Has this type of unacceptable performance occurred before?:

Yes \_\_\_ No \_\_\_ If yes, when? \_\_\_\_\_

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: \_\_\_\_\_

Corrective Action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan to Prevent Recurrence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Contractor's Contract Director

Return to Contract Manager

**EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY**

TO: \_\_\_\_\_  
Contract Manager/Assistant Contract Manager

FROM: \_\_\_\_\_  
Contractor (firm name)

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for Security Services at the Public Works \_\_\_\_\_ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	<b>EQUIPMENT</b>	<b>CONDITION</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: \_\_\_\_\_ Contract Manager: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor (Firm Name): \_\_\_\_\_

Date: \_\_\_\_\_ Contractor's Authorized Signature: \_\_\_\_\_

### STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, \_\_\_\_\_, do hereby report the loss of the \_\_\_\_\_.  
(Identify what equipment was lost/stolen.) The \_\_\_\_\_ was  
LOST/STOLEN under the following circumstances, and cannot be found. (In the space  
provided below, explain the circumstances under which the item or items were  
LOST/STOLEN.)

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Date of Loss: \_\_\_\_\_

Police Agency Report to: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Contractor (Firm Name): \_\_\_\_\_

Contract Director signature: \_\_\_\_\_

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (Contractor/Principal)

as Principal, and \_\_\_\_\_ (Surety)

as Surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents.

WHEREAS said Principal has been awarded and is about to enter into a written Contract with the County for Security Services for Various Public Works Stormwater Maintenance Field Locations - Group A-1, North; and is required by said County to give this bond in connection with the execution of said Contract. And whereas, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the said Contract (the "Bond");

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said Principal shall exonerate any Surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

FURTHERMORE, It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished or services rendered, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of the time granted under the provisions of said Contract release either the Principal or Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), then written consent of the Surety shall be first obtained.

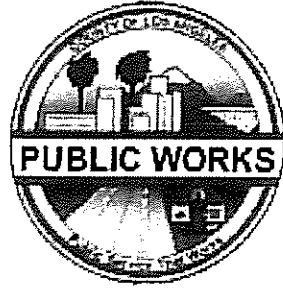
NOTWITHSTANDING the provisions of the Contract, the term of this bond shall apply fully from <bond start date>, until <bond end date>, and may be renewed or extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof; provided however, that the Surety shall be responsible for any liability of the Principal or loss to the obligee that accrues before nonrenewal of the bond and within the term of the bond, as defined herein.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Contractor/Principal) (Attorney-In-Fact)

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Surety) (Attorney-In-Fact)





*Cypress Private Security  
Mission Statement*

*"To provide the best security  
workforce management  
services in the Western  
United States delivered with  
excellent customer service  
for quality clients."*

Wednesday, January 9, 2019

**A SECURITY  
PARTNERSHIP PROGRAM  
FOR  
THE COUNTY OF LOS  
ANGELES DEPARTMENT  
OF PUBLIC WORKS**

Response to RFP 2018-PA026  
Security Services for Various Public Works Field Locations

Local Address

9926 Pioneer Blvd Suite 106  
Santa Fe Springs, CA 90670  
1-866-345-1277

Primary Contact

Carl Cunningham, Business Development Manager  
415-946-4102  
ccunningham@cypress-security.com

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### 3. LETTER OF TRANSMITTAL

Dear County of Los Angeles Department of Public Works,

Cypress Private Security sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the County of Los Angeles Department of Public Works. We have served as the security provider for Public Works since 2009 and would be honored and privileged to continue this partnership. As a company, we intend to use our understanding of the magnitude and complexity of all the ins and outs of Public Works' security program to continue serving with the utmost diligence, reliability, and quality.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. As the incumbent security provider, we've helped develop and refine the current security protocols in place. Our entire management team, especially regional manager Felix Guerrero and the local team, will continue to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to the various Public Works locations. Cypress constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services.

Cypress Private Security is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Cypress fosters a strong sense of accountability and ownership across the organization. At Cypress, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

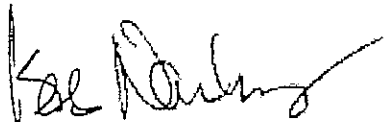
Cypress has read and reviewed the RFP and understands the nature of the work to be accomplished.

Individuals Authorized to Make Representations for Cypress Private Security

Kes Narbutas, CEO	478 Tehama Street San Francisco, CA 94103 415-240-4500
Jonas Tegnerud, COO	478 Tehama Street San Francisco, CA 94103 415-240-4502

After you have evaluated our proposal, we are confident that you will find that Cypress Private Security is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

Respectfully,



Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO  
415-240-4500 | knarbutas@cypress-security.com

# 4. SUPPORT DOCUMENTS FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES

## Ownership Structure

Cypress is a California limited partnership co-owned by Chief Executive Officer Kes Narbutas (85%) and Chief Operating Officer Jonas Tegnerud (15%). The general partner of Cypress is CypSec, LLC, which is owned by the same two individuals in the same percentages. From 1996 to 2017, Cypress was an LLC, but converted into an LP in early 2018.

### State of California Secretary of State CERTIFICATE OF STATUS

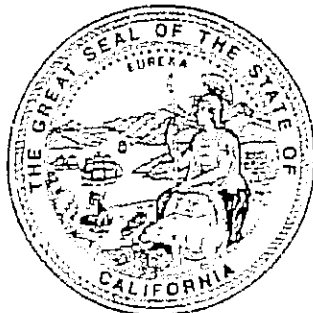
ENTITY NAME: CYPRESS PRIVATE SECURITY, LP

FILE NUMBER: 201800500012  
FORMATION DATE: 12/28/2017  
TYPE: DOMESTIC LIMITED PARTNERSHIP  
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 November 26, 2018.

ALEX PADILLA  
Secretary of State

NLH



**State of California**  
Secretary of State

Certificate of Limited Partnership - Conversion

LP-1A File **201800500012**

**FILED**  
Secretary of State  
State of California  
**DEC 28 2017**

*llc* This Space For Filing Use Only

**Important - Read all instructions before completing this form.**

**Converted Entity Information**

1. Name of Limited Partnership (End the name with the words Limited Partnership or the abbreviation LP or L.P.)  
Cypress Private Security, LP

2. Name and Address of All General Partners (Attach additional pages, if necessary.)

Name	Address	City	State	Zip Code
CypSec, LLC	478 Tehama Street	San Francisco	CA	94103
Name	Address	City	State	Zip Code

3a. Initial Street Address of Limited Partnership's Designated Office in CA  
478 Tehama Street      San Francisco      CA      94103

3b. Initial Mailing Address of Limited Partnership, if different from Item 3a  
City      State      Zip Code

4. Initial Agent for Service of Process: Item 4a: List the name of an individual or a corporation registered in CA under California Corporations Code section 15205 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 4b: If the agent is an individual, list the agent's CA business or residential street address. Item 4c: If the agent is an individual and the converting entity is a CA corporation or general partnership, list the the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

i. Name of Agent For Service of Process  
Kos Narbutas

b. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box	City	State	Zip Code
478 Tehama Street	San Francisco	CA	94103
c. If an individual, Mailing Address of Agent for Service of Process	City	State	Zip Code

**Converting Entity Information**

5. Name of Converting Entity  
Cypress Security, LLC

6. Form of Entity: limited liability company      7. Jurisdiction: CA      8. CA Secretary of State File Number, if any: 199609910012

9. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:  
The class and number of outstanding interests entitled to vote      AND      The percentage vote required of each class.  
2 members      AND      100

**Additional Information**

10. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made a part of this certificate.

11. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

*[Signature]*  
Signature of Authorized Person

KOS NARBUTAS, MANAGER  
Type or Print Name and Title of Authorized Person  
OPERATING AGREEMENT SPECIFICS ONE  
MANAGER FOR THE COMPANY  
Type or Print Name and Title of Authorized Person

LP-1A (REV. 01/2018) APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing  
transcript of  1  page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

NOV 26 2018

Date: \_\_\_\_\_ *JK*

*Alex Padilla*  
ALEX PADILLA, Secretary of State

## 5. EXPERIENCE

### 1. Background

Cypress Private Security (CPS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (Public Works) a comprehensive and industry-leading security program in response to RFP 2018-PA026. CPS is the incumbent provider for Public Works, and is also currently providing similar services for clients with comparable needs including the City of Glendale, the Housing Authority of the City of LA, the LAPD, and the Arts District LA. CPS is ideally qualified to provide security services for the Department of Public Works and meets and exceeds all requirements as outlined in the RFP. CPS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity.

#### Company Profile

Cypress Private Security, LP (doing business as: Cypress Private Security), is headquartered in San Francisco, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 1996. Our clients include government agencies and municipalities (including transit agencies, ports, utility districts and other critical infrastructure clients); corporate campuses; museums and cultural properties; residential communities and housing authorities; a variety of commercial buildings; and medical facilities. With a custom-tailored approach to each of our clients' security needs, CPS provides unmatched security solutions to meet the specific needs of different businesses.

Cypress Private Security specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. CPS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested training. CPS operates ten offices and employs approximately 1,700 security officers. CPS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (BSIS) (License No. PPO 120221), by the state of Nevada (License No. PPO 1438), and by Washington state (License No. PPO 730). In the San Francisco Bay Area, CPS is a union company and is signatory to the Service Employees International Union, United Services Workers West (SEIU-USWW) Master Collective Bargaining Agreement.

#### Financial Capacities

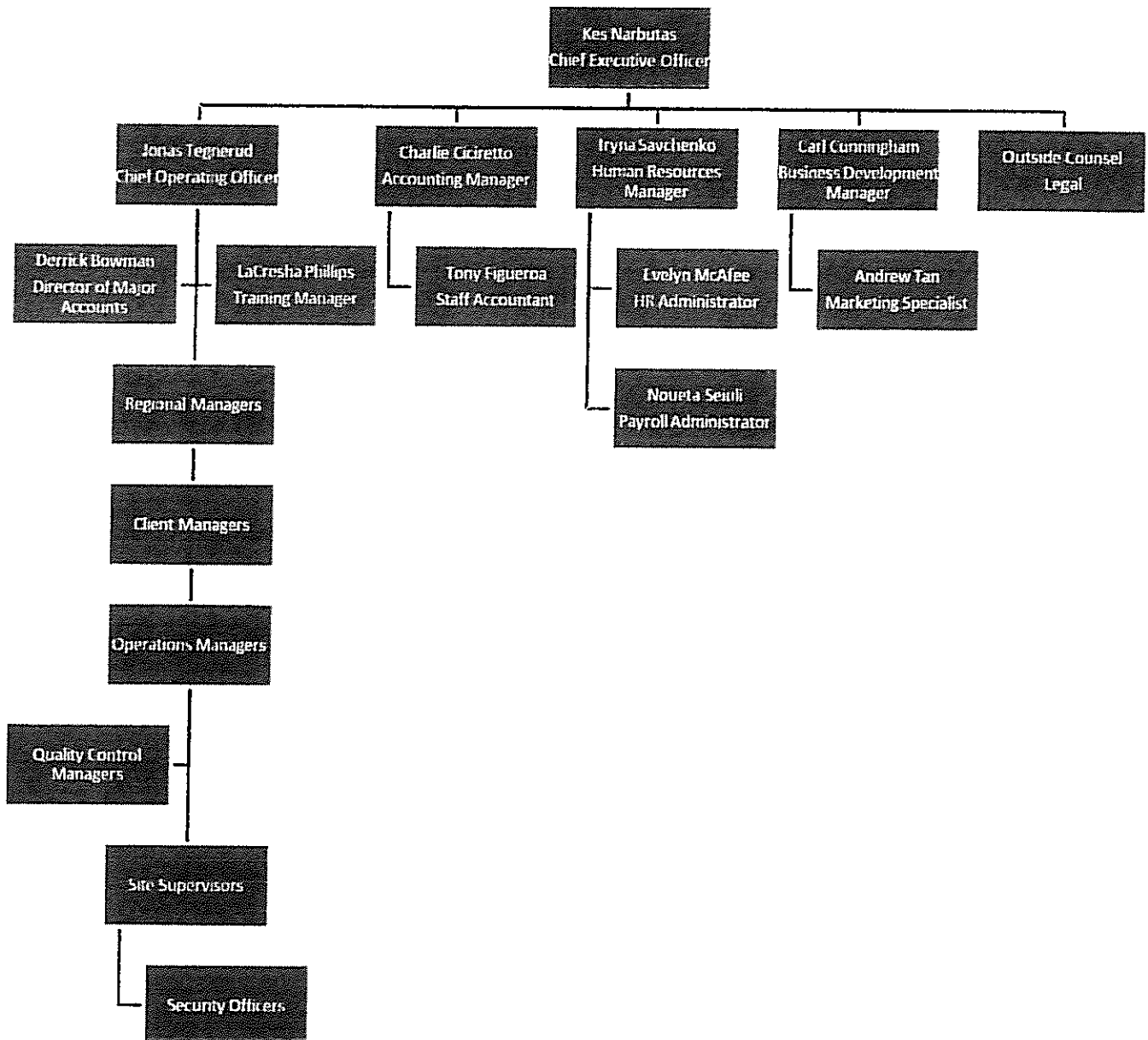
CPS has a well-established and stable financial platform. The company operates at industry standard margins and has consistently maintained profitability for its 22-year history. All growth is supported with internal funds generated within the company. The company has outstanding banking relationships and financing options available when needed to fund payrolls in advance of invoice payments if necessary when it adds new accounts, and bonding capacity from Zurich Insurance Company. The company has annual revenues in excess of \$45 million and has a \$7 million line of credit from a major commercial bank for funding payroll. Have confidence regarding the CPS ability to:

- Make payroll on time, 100% of the time.
- Add and fund a large number of new employees to the payroll.
- Ensure all operational functions are in place at all times.
- Have the financial strength to withstand economic turbulence.

## 2. Organization

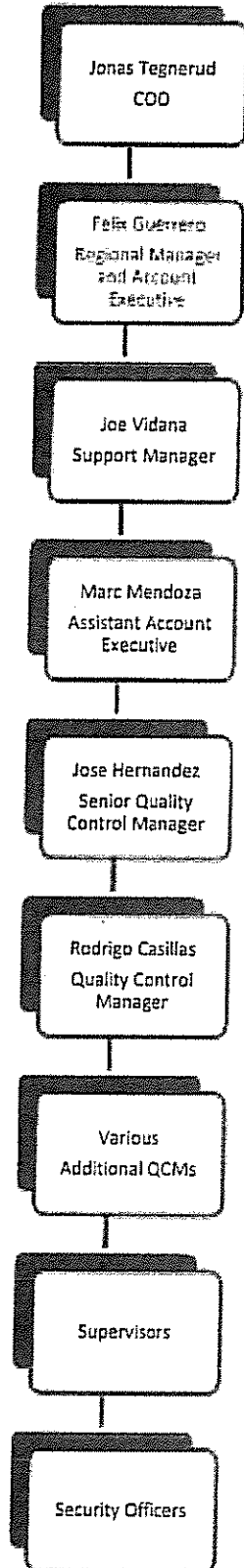
### Company Organization Chart

CPS wants to provide Public Works with a direct channel of communication so we can continue to provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy. Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an outline of the CPS overall company organizational structure:





**Project Organization Chart**



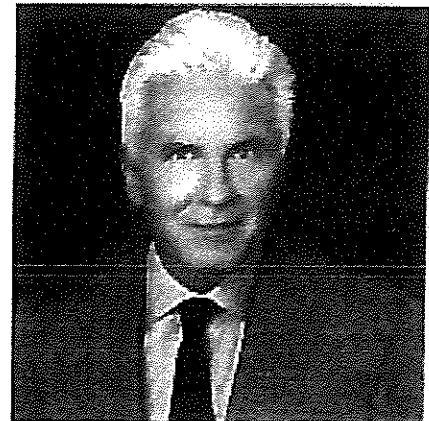
Jonas Tegnerud, as the COO, has ultimate authority over all operations throughout the entire company. Felix Guerrero is the regional manager and will be directly responsible for the County of LA Department of Public Works project as the account executive. Joe Vidana is the local support manager, and he provides logistical support to various projects from the regional office. Jennifer Pinelo, the administrative assistant and regional recruiter, provides support from the local office, particularly in the aspect of ensuring that all posts are staffed and filled by a qualified security officer. Jose Hernandez is the senior quality control manager (QCM), who provides proactive field support and supervision. The dedicated QCM program ensures ongoing support and supervision so that all field officers are performing up to and exceeding expectations.

### 3. Roles and Resumes of Key Staff

#### Executive Team

The CPS executive team is located in San Francisco and is directly involved in providing support to the local team.

**Kes Narbutas, CPP, CIPM II**  
**Chief Executive Officer**  
**Cypress Private Security, LP**



**Expertise**

Law, Executive Management, Strategic Planning, Organizational Planning, Long-term Corporate Strategy, Security Operations, Partnership Organization, Commercial Real Estate

**Certificates/Affiliations**

Certified Protection Professional (ASIS); Certified Institutional Protection Manager (CIPM II); Member California Bar, New York Bar, California Real Estate Broker, BSIS, CalSaga, Portico Properties, KTB Realty Partners, Inc., eQultyhound.com, Inc.

**Education**

PhB - Wayne State University

JD - Antioch School of Law

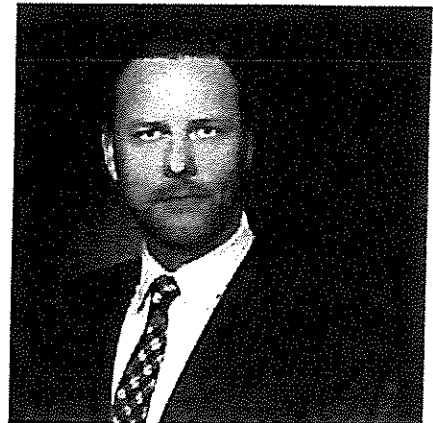
Kes Narbutas founded Cypress Private Security in 1996 when he was a client of security services for a real estate ownership group. In that capacity, he recognized a void in the marketplace and saw the need for a truly customer service-oriented approach to security. His experience as a successful business attorney and owner/manager of commercial real estate gave him unique insight into the specific needs of the client community, and was the impetus for the creation of Cypress.

Assembling a highly skilled management team was the key driver to the company's continued growth. Under Mr. Narbutas' leadership, Cypress has grown into a major Western United States regional provider of high quality security services for institutional, governmental, and private commercial enterprises. Cypress has grown to over 1,000 employees working out of nine branch offices throughout California, Washington, and Nevada.

Today, Mr. Narbutas oversees long-range planning, ongoing operations and process development, and he serves as general counsel for corporate affairs. His diverse background in the security industry, law, real estate, and general business operations allows him to share his breadth of experience with the rest of the Cypress executive leadership team.

Under Mr. Narbutas' direction, CPS has reinforced its market leadership position in providing high quality, customer-centric security services. Mr. Narbutas states, "It is our goal to provide the best security workforce management services in the Western United States to quality clients in the markets we serve. We are proud of the long-term client partnerships we have maintained through the years, and we look forward to serving new clients who want to join us in setting the highest standards in the security industry."

**Jonas Tegnerud**  
**Chief Operating Officer**  
**Cypress Private Security, LP**



**Expertise**

Executive Management,  
Personnel Development,  
Project Management,  
Organizational Planning,  
Long-term and Daily  
Operational and  
Corporate Strategies,  
Security Assessments,  
Security Plans and  
Program Protocol  
Development, Security  
Training Plans, Security  
Operations, Quality  
Control Management

**Certificates/Affiliations**

Certified Institutional  
Protection Manager  
(CIPM), BSIS, CalSaga,  
ASIS, FEMA, NCRIC,  
IFCPP, IAHS, Swedish  
Armed Forces, Swedish  
Royal Family

**Education**

Graduated from the  
Swedish Military  
University

In 2002, Jonas Tegnerud joined Cypress Private Security in a project management role and worked on developing and implementing new company-wide procedures. The protocol he has installed over the years blankets many facets of Cypress' operations, ranging from screening and hiring to training and personnel development. His acumen on security protocols, quality assurance, and threat assessment also helped Cypress grow to become the top Western United States security provider.

Mr. Tegnerud graduated from the Swedish Military University in 1994. Specializing in leadership training and personnel development, Mr. Tegnerud was responsible for the long-term and day-to-day planning, implementation, and evaluation of soldiers, specialists, and officers. During his time with the Swedish Armed Forces Mr. Tegnerud also performed security-related duties with the Swedish Royal Family. He handled many sensitive matters and received great experience in learning how to operate successful and effective security in highly visible as well as low-key settings.

The expertise and insights he gained from his military background prepared him well for his role at Cypress. His deep understanding of successful security has made him a valuable asset when the CPS team plans security programs for new clients. Many of his policies have been integral in shaping the success of CPS, especially his high standards for quality control and maintaining proactive communication with clients. Mr. Tegnerud also successfully led the transition of several large and prestigious accounts.

As Chief Operating Officer and a member of the Cypress executive team, Mr. Tegnerud is responsible for all operations-related tasks such as quality assurance, contract compliance, and client relations. With his leadership and management skills, as well as his knowledge of the security industry, the everyday operations run like clockwork. Together with the rest of the CPS team, Mr. Tegnerud has developed an efficient and well-motivated workforce based on personal responsibility, integrity, and customer service.

**The CPS Team for the County of Los Angeles Department of Public Works**

CPS has put together a highly skilled team to lead the security program and oversee the operation on a day-to-day basis.

**Felix Guerrero**  
**Regional Manager**  
**Account Executive for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety, Emergency Response,

**Education**

Metropolitan High School, Rio Hondo College, Firearms Training Academy

**Certificates/Affiliations**

BSIS, FEMA, DSMA, CPI  
FEMA: Basic Workplace Security Awareness; FEMA: Workplace Violence Awareness; FEMA: Active Shooter; FEMA: Introduction to the Incident Command Center, Downtown Security Manager's Association; Certified Firearms Instructor

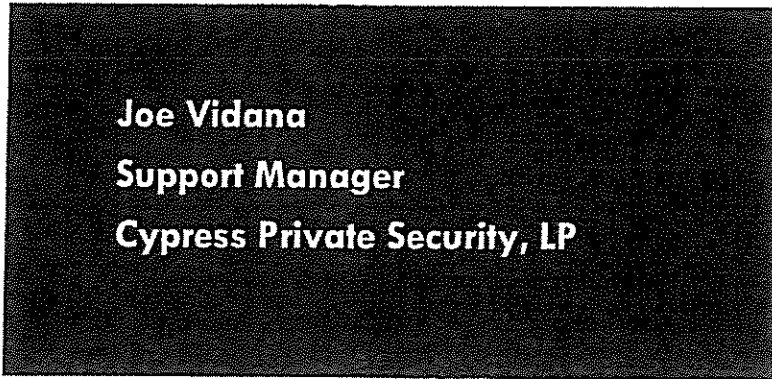
Felix Guerrero has worked in the security industry for over eighteen years, spending much of his career in armed security operations, training administration, and supervisory roles. He joined Cypress Private Security in 2009 and is now the client manager at the CPS Los Angeles branch office located in Santa Fe Springs. Possessing a number of certifications that demonstrate his tactical and leadership skills, Mr. Guerrero provides a steady presence for any high risk operation that demands armed force.

His credentials include graduation from the Firearms Training Academy. His BSIS certificates qualify him to train in the areas of weapons of mass destruction, security patrol procedures, armed officer safety, and more. He has also undergone a variety of FEMA-approved training, including courses on workplace violence and active shooters.

As a certified firearms instructor, Mr. Guerrero understands the gravity of responsibility. His years of experience have empowered him to oversee high risk security operations staffed by armed officers. With Cypress, Mr. Guerrero manages 40 armed guards in the Los Angeles area. During his tenure, all high risk sites he oversees have seen a marked decrease in violent or threatening incidents. His expertise in defusing conflicts before they escalate has been an example to all the armed officers under his authority.

Mr. Guerrero also regularly communicates with his fellow members of the Downtown Security Manager's Association. This organization of security and law enforcement professionals is designed for members to share homeland security information and best practices.

Whether providing security services for sensitive government municipalities or private companies, his history clearly demonstrates a pattern of success. Mr. Guerrero's attitudes and experience make him a dependable and trusted frontline leader for all domestic security operations.



**Expertise**

Client Relations,  
Customer Service, Human  
Resource Interviewing,  
Scheduling, Staff  
Development, Emergency  
Response, Training and  
Compliance,  
Timekeeping/Payroll  
Verification

**Education**

Administration of Justice,  
East Los Angeles  
Community College

**Certificates/Affiliations**

United States Marine  
Corps

BSIS

Joe Vidana is a support manager with Cypress Private Security in the Los Angeles region. As a support manager, his role is to assist the regional manager with client relations, administrative duties, and operational support. He helps ensure local branch compliance to company policies and procedures. His responsibilities include day-to-day oversight regarding employee staffing, scheduling, training, quality assurance, and service goals.

Mr. Vidana first joined the Cypress team in 2009, serving as a security director who managed the security team and operations for the Los Angeles Department of Public Works headquarters. In this role, he developed and executed drills and training plans for staff and select personnel in order to ensure proper emergency and medical response. As an on-site director, he regularly analyzed and revised facility security procedures for constant optimization, and he interacted face to face with a high volume of visitors as he maintained working relationships with client representatives in order to maintain high quality customer service.

In addition to his work with Cypress, Mr. Vidana has also served as an operations manager for an international private security company, where he developed and refined many of the skills and abilities he now uses today. Prior to joining Cypress, he worked for almost two decades as an office operations and facilities manager for a major law firm in Los Angeles. His specialty was communications, guest services, office security, and data tracking.

A motivated, helpful, and team-oriented leader, Mr. Vidana also served in the United States Marine Corps and received an honorable discharge.

**Marc Mendoza**  
**Assistant Account Manager for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
 Security Assessments,  
 Security Training Plans,  
 Customer Service,  
 Supervision and  
 Management Leadership,  
 Critical City Infrastructure  
 Security Programs, Client  
 Relations

**Education**

Cal State University  
 Northridge (B.A.,  
 Sociology)

**Certificates/Affiliations**

Peace Officer Standards  
 and Training (Basic,  
 Intermediate, Advanced)  
 Certificates, Glendale  
 Police Department, FBI  
 Analysis and Interrogation  
 Techniques, FEMA  
 Incident Command  
 System, California  
 Narcotics Officer  
 Association Undercover  
 Operations, Dragnet  
 Street Racing and  
 Modified Vehicle  
 Investigation

Marc Mendoza has been with Cypress since 2013. From 1992 to 2011, he served as a police officer in the Glendale Police Department. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Mr. Mendoza's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career.

In the private security industry, Mr. Mendoza has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

As the assistant account manager, Mr. Mendoza and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated client manager. He will guide and oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.

**Jennifer Pinelo**  
**Administrative Assistant/Recruiter**  
**Cypress Private Security, LP**



**Expertise**

Talent Acquisition,  
Security Recruitment,  
Staffing and Hiring  
Processes, Customer  
Service, Administration

**Education**

Santa Monica College  
El Camino College

Jennifer Pinelo is the recruiter and administrative assistant for the Santa Fe Springs branch office. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to Cypress' clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Ms. Pinelo provides additional administrative support to the local management team.

Prior to joining Cypress, Ms. Pinelo worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Ms. Pinelo also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Her willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and administrative assistant for Cypress.

**Jose Hernandez**  
**Senior Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Medical/Healthcare  
Security Services, Client  
Relations

**Education**

East Los Angeles College  
(Admin. of Justice)  
Associate in Arts)

**Certificates/Affiliations**

American Red Cross: First  
Aid, CPR, AED; FEMA  
Emergency Response;  
Children's Hospital Los  
Angeles; MOAB;  
Weapons of Mass  
Destruction

Jose Hernandez joined Cypress Private Security in 2014. Previously, he was an operations manager at AlliedBarton, supervising approximately 2500-3000 contract hours per week. He managed multiple teams of officers and supervisors and also handled administration duties, scheduling, payroll, training, and employee development. He also maintained relationships with clients. With such a great amount of managerial experience, he is well-suited for the role of senior quality control manager, and he enjoys fostering camaraderie between Cypress and our clients.

His specialties include leadership and management, customer service, and compliance. One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Cypress management team. With his experience with security operations and management, he understands client needs as they relate to security protocols.

Mr. Hernandez has also served in a managerial capacity for the security programs at the Children's Hospital LA (1900 contract hours per week) and Akal Security, Chief Medical Division (multiple medical/healthcare centers, responsible for approximately 15,000 contract hours per week). He has been working in the private security industry since 1995. He is responsible for operations management and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.



**Rodrigo Casillas**  
**LA Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, On-site Security Management, Security Assessments, Security Program Planning, Security Officer Training Plans, Firearms and Tactics, Crime Scene Investigations, Client Relations, Customer Service, Emergency Response

**Education**

James Garfield High School  
Los Angeles Police Academy

**NTMA**

**Certificates/Affiliations**

BSIS, Fire, Life, and Safety,  
Los Angeles Police Department

Rodrigo Casillas, an experienced law enforcement and private security professional, joined Cypress Private Security in 2010. A former police officer with the Los Angeles Police Department, Mr. Casillas is a disciplined individual with commendable personal integrity.

Thanks to his experience and years of proven leadership, he is certainly an ideal choice to serve as part of the Public Works team. His professional background includes extensive customer service, detailed reporting, and virtually every aspect of security services. As a supervisor, he has repeatedly demonstrated an ability to juggle multiple responsibilities while managing an organized team of security officers and engaging with client management teams.

With experience providing armed and unarmed security, Mr. Casillas is seasoned in the security industry. For the private sector, he has performed patrols, managed access control, and defused incidents with aggressive and disruptive individuals. As a police officer, Mr. Casillas enforced California penal and vehicle codes, investigated crime scenes, and testified in court. Time and again he demonstrated his willingness to serve the public trust.

Currently, Mr. Casillas performs his duties at one of Cypress' most prominent government clients, the L.A. County Department of Public Works. There, he executes daily security initiatives, regularly collaborating with client management to provide customized and adaptive security services. He has established a character of reliability and he consistently displays sound judgment and authoritative but respectful leadership qualities.

Mr. Casillas is a leader who leads by example. Cypress management praises the quality of his excellent work. In 2011, he won the Cypress Private Security Best Appearance of the Year Award for his sharp appearance and his ability to project the quintessential Cypress officer presence whenever he is on duty.



**Expertise**

Security Operations,  
 Security Officer Training  
 Plans, Customer Service,  
 Talent Acquisition, Staffing  
 and Hiring Processes,  
 Security Officer  
 Management, Dispatch  
 Services, Monitoring  
 Systems

**Education**

City College of San  
 Francisco

Westmoor High School

**Certifications**

BSIS Guard Card Trainer

CPR/First Aid Trainer

MOAB Trainer

Mental Health Trainer

LaCresha Phillips has been a part of Cypress Private Security since 2008. She began her tenure at Cypress as a security officer performing patrols, access control functions, CCTV monitoring, and lobby duties at a high-rise building. Eventually, Ms. Phillips was promoted to shift lead officer, where she grew as a leader and became involved in shift dispatching and supervising.

Not long after that, she was promoted to quality control manager. As a QCM, she conducted on-site field checks on all of our San Francisco region sites. She supervised officers, and she conducted mobile patrols and facility lock-up procedures throughout San Francisco. Ms. Phillips also gained experience in overseeing overall security projects and assisted with HR, payroll, and scheduling. Before taking on the role of training manager, she served as the San Francisco office manager and regional recruiter.

Now, as the training manager, she uses her skills to assist our regional manager, support managers, and client managers with all of their needs in training programs and developing employee career plans. Her background as a field officer makes her ideal in the training process. One of the core traits of her character is her desire to help people use their talents to their full potential. As a part of Cypress, she continues to strengthen the company by training responsible and qualified individuals and maximizing each assignment for the overall benefit of the community at large.

**Carl Cunningham**  
**Business Development Manager**  
**Cypress Private Security, LP**



**Expertise**

Business Management,  
Business Development,  
Security Operations,  
Professional Sales,  
Workplace Injury Prevention,  
Healthcare Security Program  
Development, High Rise and  
Commercial Building  
Certifications

**Professional Affiliations**

American Society of  
Industrial Security (ASIS),  
Building Operators and  
Managers Association  
(BOMA), Institute of Real  
Estate Management (IREM),  
California Association of  
Community Managers  
(CACM), International  
Association for Healthcare  
Security & Safety (IAHSS),  
San Francisco Electronic  
Crimes Task Force (Secret  
Service), Northern California  
Regional Intelligence Center  
(Department of Homeland  
Security), InfraGard (FBI)

Carl Cunningham joined Cypress Private Security in 2010 following a successful career working for a large, international security firm. When Mr. Cunningham encountered CPS and learned of its vision and values, he was immediately attracted to the company. Cypress Private Security is a growing regional company that fosters a small company's ability to reach out to individual clients and recognize each employee's efforts and contributions. These are traits Mr. Cunningham has continued to develop in his role at CPS.

Mr. Cunningham says, "Shortly after joining Cypress Security, I knew it was a good career move where I could grow with the company. I encourage all quality security professionals to take a look at Cypress Security for the next step in their careers."

Working at the top security firm in the Western United States certainly is something he doesn't take for granted. He enjoys the camaraderie, not only between employees, but between the company and our clients. The personal consideration a client receives is something Mr. Cunningham truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the CPS management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Mr. Cunningham has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

#### 4. Relevant Experience

Since the founding of Cypress Private Security in 1996, CPS has continued to expand and evolve its operations, becoming an elite private security services agency in the Western United States. CPS employs armed and unarmed security officers that exceed stringent selection criteria and extensive training and certification levels in order to serve critical facilities and dynamic government clients. CPS' critical facility clients benefit greatly from the speed, personal service, and flexibility of a thriving local provider and, at the same time, experience the strength and support of a regional leader.

CPS' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Government agencies similar to the Department of Public Works find CPS to be the ideal security services partner.

According to the San Francisco Municipal Transportation Agency 2011 Performance Review (contracting over 80 CPS armed and unarmed officers from 2008 to present), "Cypress has assisted with all SFMTA needs throughout the contract term while costs have remained approximately \$1 million under budget. Cypress has seamlessly resolved problems and issues as required by the contract. The company has accepted all responsibility for resolving problems within its scope of services and implemented corrective actions quickly."

As the incumbent security provider for the County of LA DPW, CPS is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable CPS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Several other relevant current and recent CPS clients include:

- Los Angeles Police Department
  - \$2 million per year
  - 2/2017 to present
  - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
  - \$5.5 million per year
  - 09/2013 to 11/2018
  - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- Arts District Los Angeles
  - \$680K per year
  - 11/2017 to present
  - Unarmed officers provide bicycle, foot, and vehicle patrol. Officers provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.

- City of Glendale
  - \$600,000 per year
  - 04/2012 to present
  - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
  - \$500k per year
  - 2/2018 to present
  - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
  - \$50,000 per year
  - 01/2012 to present
  - Unarmed services for the transit center. Access control, foot patrol, emergency response.
- City of Modesto
  - \$400k per year
  - 07/2012 to present
  - Unarmed services for various City facilities including office buildings, and administrative facilities. Duties include mobile and foot patrols, access controls, and emergency response.
- San Francisco Municipal Transportation Agency
  - \$7 million per year
  - 09/2008 to present
  - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- Fillmore Center (San Francisco)
  - \$800k per year
  - 12/2015 to present
  - Unarmed services. 24/7 coverage for 1.1 million SF high-end residential towers and mid-rise complex with commercial tenants covering four city blocks in a mixed

income neighborhood. Duties include roving foot/bicycle patrols, emergency response, and access control. CPS also staffs a security control center.

- East Bay Municipal Utility District
  - \$2.5 million per year
  - 07/2004 to present
  - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
  - \$3.1 million per year
  - 5/2015 to present
  - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.


Cypress Private Security serves a number of relevant government clients. Among the largest and most complex are the **San Francisco Municipal Transportation Agency (SFMTA)**, the **Los Angeles Police Department**, the **City of Glendale**, and the **East Bay Municipal Utility District**. At the 1.2 million square foot **Ronald M. George State Office Complex** in San Francisco, Cypress provides security to a class-A high rise multi-tenant office building. There, Cypress performs access control screening (visual, X-ray station, magnetometer, and wand screening) and operates and monitors a variety of electronic security technology such as a proximity card access system and fire control center. Since beginning these partnerships, CPS has instituted proven management and security practices that have increased public safety and reduced vandalism to client property. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of transit security meets its stated goals. Every CPS officer and manager attends monthly quality control meetings in order to document issues, evaluate them, and implement the proper solution. This organized process allows CPS to share best practices across all company lines.

5. Minimum Mandatory Requirements


1) PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.  
The license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

--- POST IN PUBLIC VIEW ---

1204.CERTCAL.110216

**2) Years of Experience**

Cypress has 23 years of experience providing security services for private and public institutions. The company was founded in 1996 and has been providing security continuously ever since.

**3) Experience of Supervising Employee**

Felix Guerrero, our regional manager, has worked in the security industry for about 20 years, and he has been at Cypress since 2009 in a managerial capacity.

**4) Bid Guaranty**

Cypress has included the requested bid guaranty with this proposal. It is included as an attachment.

**5) Faithful Performance Bond**

If awarded the contract, Cypress agrees to provide a faithful performance bond in the sum of not less than 50% of the annual contract price, as specified in the RFP.



## 6. WORK PLAN

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### Staffing Plan

Cypress will utilize its training and managerial resources in order to implement a site assessment and training program, maximizing its incumbent status throughout the transition and delivery of the work plan. While we will still need to transition new locations, they will also benefit from this enhanced transition plan. Lead by Felix Guerrero, Rodrigo Casillas, and Marc Mendoza, our familiarity with the intricacies of working for and with the County will allow us to focus on what matters most: officer development with the goal of customer service and asset protection. While our managers, with over 60 years of security experience, begin updating the post orders and implementing our work plan, they will utilize some of the following resources. For the benefit of Public Works, our officers, managers, and client will be supported by our manned 24/7 watch commander station located in Santa Fe Springs. Our hands-on mechanism for officer support and site check training program is operating with over 336 hours per week of mobile supervision/training through its various quality control management programs. Delivery of service will not just be in the field. Jennifer Pinelo and her team at the local officer are available to help officers with uniforms, inquiries, and schedule changes if needed. Building and retaining a highly effective security program is a hands-on and labor-intensive job. This is one of the primary reasons why Cypress is uniquely qualified to perform the work for LACDPW. We know the tasks required and are preparing to evaluate and improve wherever possible our current program. Included here is our current staffing plan for Public Works. The staffing plan will be updated to account for the new scope of work to reflect the new RFP.



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
STAFFING PLAN

COMPANY NAME: Cypress Security  
 COMPANY ADDRESS: 9928 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670  
 PROJECT: Security Services Contract# 78216  
 DEPARTMENT NAME: LACO DPW Field Facilities

Employee Name	Facility or Location	Position Title	Rover(s) (Black/White)	Work Schedule	Hours Worked Per Day	Full Time / Part Time	Hours							County Total Hrs	Non-County Total Hrs	
							MON	TUE	WED	THURS	FRI	SAT	SUN			
Aragon, Blanca E	2275 Alcazar	Armed Security		0700-1500	8	Full Time	OFF	OFF	8	8	8	8	8	8	40	
Josefita Petalia	Pacoima Dam	Armed Security		1500-2300	8	Part Time	OFF	OFF	OFF	8	8	8	8	8	24	
Maged Sadek	QCM	Armed Security Unarmed/Armed	Rover	1800-0500	8	Full Time	8	8	8						40	
Rick Carter	LAC Park&Ride Via Verde LAC Park&Ride Via Verde LACO DPW Eaton yard LAC Park&Ride Fairplex	Unarmed security Unarmed security Unarmed security Unarmed security		1300-1900 1400-1900 0800-0800 1300-2000	6 5 8 7	Full Time				6					6 15 8 7	
Catano, Rogelio	Hollydale Yard Hollydale Yard	Armed Security Armed Security		0900-0800 1600-0800	8 8	Full Time	OFF						8	8	16 24	



Jackson, Terry L.	Imperial Yard	Armed Security		1700-2400	7	Full Time	7	7	7	7	7	7	OFF	OFF	35
Ochoa, Rudy	1525 Alcazar Yard South Yard	Armed Security Armed Security		1500-2300 2300-0600	6 7	Part Time	7	7	OFF	OFF	OFF	OFF	8	8	16 14
Haban, Perfecto	1525 Alcazar yard	Armed Officer		2300-0700	8	Full Time	8	8	8	8	8	8	8	8	40
Perez, Francisco	1525 Alcazar Yard 1525 Alcazar Yard 2275 Alcazar Yard	Armed Security Armed Security Armed Security		0700-1500 1500-2300 1500-2300	8 8 8	Full Time	8	8	OFF	OFF	OFF	OFF	8	8	16 16 8
Porfillo Freddy	HACLA	Unarmed Security Unarmed Security	Rever	0800-0800 0800-0800	8 8	Full Time	8	8	8	8	8	8	8	8	40
Ynchausti Ricardo	LAC Park&Ride Fairplex LAC Park&Ride Fairplex LAC Park&Ride Fairplex	Unarmed Security Unarmed Security Unarmed Security		0500-1300 1200-2000 0500-1200	8 8 7	Full Time	8	8	8	7	7	7	8	OFF	16 8 14
Velasquez Senia	LAC Park & Ride Acton	Unarmed Security		0400-0800	4	Part Time	4	4	4	4	4	4	4	OFF	20
Esproza Freddy	2275 Alcazar Yard 1525 Alcazar Yard	Armed Security Armed Security		2300-0700 2300-0701	8 8	Full Time	8	8	8	8	8	8	8	OFF	24 16



Alex Meis	LA Puente Building & Safety	Armed Officer	1730-0000	0.5	Full Time	6.5	6.5	6.5	6.5	7	26	
	LA Puente Building & Safety	Armed Officer	1730-0030	7			OFF			7	14	
Tandeka Arcila-Iball	HACLA Imperial Yard	Unarmed Officer Armed Officer	2300-0700 0800-1600	8	Full Time	8		8	8	8	24	18
Alfredo Francisco	Rio Honda Patrol	Patrol Officer	2200-0600	8		8	8	8	8	8	40	
Mancilla Alfredo	GWP Patrol	Unarmed Officer	1600-2300	5	Full Time		5	5				10
	San Gabriel Patrol	Armed Officer	1600-0000	8					8	8	16	
	LA Puente Building & Safety	Armed Officer	1530-0000	6.5				8.5			6.5	
	Eaton yard	Unarmed Officer	1600-0000	8					8		8	
	Eaton yard	Unarmed Officer	0000-0600	5	Full Time	8	8	6	6		30	
	Eaton yard	Unarmed Officer	1600-0000	8					8		8	
Espinoza Lisbeth	South yard	Armed Security	1600-2400	8	Full Time					8	16	
	South Yard	Armed Security	1700-2300	6		OFF	6	6	6		24	
Sandra Ramos	ND Sepulveda	Unarmed	2200-0600	8	Full time	8				8	16	24
	Hansen Yard		2000-0400	8					8			
Ivan Dasegnano	HACLA	Armed Officer	1500-2300	8		8	8			8		40
	LACO DPW FF	Armed Officer	1500-2300	6								
Lionso Martinez	Glendale transit center	Unarmed Security	0800-1600	8	Part-Time	8	8	8		8	8	40
	LACO DPW FF	Armed Security		8								

Nancy McCue	LA Puenle Building & Safety San Gabriel Patrol	Armed Security		0600-0730	8	Full-Time					7.5	7.5					15
		Armed Security		0600-0600	8									8	8	8	24
Gevorg Mgdesyan	LAC Park&Ride Ventura	Unarmed Security		1400-1800	4	Full time		4	4	4	4	4	4				20
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0600-1600	10	FULL TIME						10	10				40
Luis Rodriguez	LACO DPW HQ	Armed Security	Rover	0600-1600	10	FULL TIME						10	10				40
Melanie Montez	LAC Park&Ride Fairplex	Unarmed Security		1200-2000	8	Full Time						8	8				16
	LAC Park&Ride Fairplex	Unarmed Security		1300-2000	7							7					7
	LAC Park&Ride Via Verde	Unarmed Security		0600-1300	7										7	OFF	7
	LAC Park&Ride Via Verde	Unarmed Security		1400-1900	5												5
Edgar Maniel	LACO DPW HQ	Armed Security	Rover	0800-1800	10hrs	FULL TIME		10	10	10	10	10					40
Rigoberto Solano Luna	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time						8	8	8	8		40
Alejandro Velez	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time						8	8	8	8		40
Enad Salka	2275 Alcazar yard LACO DPW FF	Armed Security	Rover	2300-0700	8	Full Time									8	8	40
Angel Cuevas	2275 Alcazar yard	Armed Security		0700-1500	8	Full time											40

Wilfredo Velazquez	LAC Park&Ride Acton	Unarmed Security	0800-1500	7	Full Time	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	35		
Arturo Solizano	LACO DPW FF	Armed Security	ROVER(S) 1600-0000	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Rene Cuadroz	LACO DPW FF	Armed Security	ROVER(S) 0800-0800	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8	40		40
Rita Dees	QCM	QCM	Rover 0800-1500	8	Full Time					8	8	8	8	8	8	8	8	8	8	8			40
Cindy Rubalcava	QCM	QCM	Rover 0800-1600	8	Full Time					8	8	8	8	8	8	8	8	8	8	8			40
Izabel Espinoza	HACLA	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Evan Gonzales	HACLA	Unarmed Security	ROVER(S) 0100-0900	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Serob Matsoyan	Building and Safety La Puente	Armed Security	2300-0700	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8	40		40
Wilyam Morales	Rio Hondo Patrol	Armed Security	0800-1600	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Ralph Sanchez	LAPD Contract	Unarmed Security	ROVER(S) 0800-0800	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Robert Saman	HACLA	Armed Security	ROVER(S) 0800-0800	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Kaseana U Jackson	HACLA	Unarmed Security	ROVER(S) 0800-0800	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Carlos Ortega Moz	LACO PDW Acton	Unarmed Security	1530-2230	7.5	FULL-TIME					7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5			37.5
Troy Crawford	1525 Alcazar yard	Armed Security	1500-2300	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8	40		40
Jose Vidana	LA Support Manager	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Gary Torres	QCM	Armed Security	ROVER(S) 1100-1900	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Kwame Pains	Roscoe's	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8			40
Masoud Owrighi	HACLA	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME					8	8	8	8	8	8	8	8	8	8	8	32		8



Dorlie Thaus	Glendale Transit Center	Unarmed Security	ROVER(S)	1400-2200	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Elizabeth Rosa	Roscoe's	Unarmed Security	ROVER(S)	1600-0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Michael Hernandez	GWP	Unarmed Security	ROVER(S)	0500-1300	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Richard Rea	LACO PHF	Unarmed Security		1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Neonshay Gardner	LACO PHF	Unarmed Security		1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Quang Traung	LACO PHF	Unarmed Security		0000 - 0800 0000 - 0800	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Amesha Mays	LACO PHF	Unarmed Security		1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Jarrell Cotton	LACO PHF	Unarmed Security		0000 - 0800	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Angles Huey	LACO PHF	Unarmed Security		0800 - 1600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Ziara Okelth	LACO PHF	Unarmed Security		1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Joshua Pineslo	Cypress Scheduler	Unarmed Security		1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Terence Favre	LACO PHF	Unarmed Security		0000 - 0800	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Taava Sawyer	GCM	CCM	ROVER(S)	0000 - 0800	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Valencia Hill	LACO PHF	Unarmed Security		0000 - 0800	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Albert Resendez	Glendale Transit	Unarmed Security	ROVER(S)	0900 - 1600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Lavonda Bradford	SGT	SGT	ROVER(S)	1400 - 2200	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Marla Mazza Gonzalez	Hansen Yard	Armed Security		2300 - 0700	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Juan Valenzuela	SGT	SGT	ROVER(S)	2000 - 0400	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	32
James Clinton	LACO PHF	Unarmed Security		0700 - 1500	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Joe Gary	SGT	SGT	ROVER(S)	1600 - 0000	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Troy Kennedy	LACO PHF	Unarmed Security		0700 - 1500	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Angel Bailey	LACO PHF	Unarmed Security		1600 - 0800 0900 - 1600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Felipo Valdivia	SGT	SGT	ROVER(S)	0900 - 1600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Jose Hernandez	Sr. GCM	GCM	ROVER(S)	1500 - 2300	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Oscar Galindo	HACLA		ROVER(S)	0800 - 1600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
Juan Fortilus	HANSEN YARD	Armed Security	ROVER(S)	1800 - 0600	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	36
Jose Gonzalez-Bazaan	HACLA	Armed Security	ROVER(S)	2000 - 0400	B	FULL-TIME	B	B	B	B	B	B	B	B	B	B	B	B	B	40
			ROVER(S)			FULL-TIME														32

Steve Hernandez	LACO PHF	Unarmed Security	ROVER(S)	0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Keith Jetter	LACO PHF	Unarmed Security	ROVER(S)	0800 - 1600	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Toya Given	HACLA	Unarmed Security		2200 - 0600	8	PART-TIME	8													24
Mana Rohr	SFS PATROL	Unarmed Security	ROVER(S)	2000 - 0400	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Jerry Beamon	HACLA	Unarmed Security	ROVER(S)	2000 - 0400	8	PART-TIME	8													24
Andres Vera	LA QCM	QCM	ROVER(S)	1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Tammy Carlos	HACLA	Unarmed Security		2000 - 0400	8	PART-TIME	8													32
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0800 - 1800	10	FULL-TIME	10	10	10	10	10	10	10	10	10	10	10	10	10	40
Desire Perez	LAC Park&Ride Via Verde	Unarmed Security		0600-1400	8	Full Time	8	8	8	8	8	8	8	8	8	8	8	8	8	32
	LAC Park&Ride Fairplex			0500-1200	8									7						7
Stephen Saulenas	SFS QCM	QCM		0600 - 1400	8	FULL-TIME	8							8	8	8	8	8	8	40
Isaac Guevara	SFS QCM	QCM		2200 - 0600	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Juan Morales	LACO DPW	Unarmed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Jonathan Castro	SGT PHF	Armed Security		2300 - 0700	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Luis Ariga Flores	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8							8	8	8	8	8	8	40
Bryan Espana	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Robert Garcia	SGT. PHF	Armed Security		0700 - 1500	8	FULL-TIME	8							8	8	8	8	8	8	40
Lena Mays	LACO PHF	Unarmed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Emma Padilla Camp	LACO PHF	Unarmed Security		0800 - 1600	8	FULL-TIME					8	8	8	8	8	8	8	8	8	40
Frank Tackwood	Rover	Unarmed Security	Rover	1600 - 0000	8	On Call					8	8	8	8	8	8	8	8	8	40
Sylvia Thomas	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Trevon White	LACO PHF	Unarmed Security	Resigned	0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Hugo Hinojosa	QCM	QCM	ROVERS	0700 - 1500	8	FULL-TIME														40
Nicole Harrison	DPW PHF	Unarmed Security		2300 - 0700	8	FULL-TIME					8	8	8	8	8	8	8	8	8	40
Saul Martinez	Hansen Yard	Armed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40
Narendra Parmar	HACLA	Unarmed Security		2000 - 0400	8	FULL-TIME														40
				2100 - 0900	8	FULL-TIME	8	8	8	8	8	8	8	8	8	8	8	8	8	40



Michelle Ramirez	San Gabriel Patrol	Armed		0000-0500 1600-0000	5 to 8	FULL-TIME				5	5	5	8	8	31	
La Wanda Reed	DPW Yards, PHF, LAPD	Unarmed		0000-0500 0800-1600	5 to 8	FULL-TIME			5	5	5	8	8	20	16	
Jovidean Hinojosa	Quality Control Manager	OCM	ROVERS	0000-0800	8	FULL-TIME	8			8	8	8	8	40	40	
Maria Vizcaino	Ventura Park & Ride	Unarmed		0600-1400	8	FULL-TIME	8		8	8	8			40		
Gilbert Baylis	LAPD Contract	ARMED	ROVERS	0630-1500	8	FULL-TIME	6.5	8	8	8	8				38.5	
Joseph Candier	LAC DPW FF	ARMED		0000-0800	8	FULL-TIME	8			7	7	8	8	38		
Keavy Frias	PHF RIO HONDO	UNARMED		1830-0000 0000-0630	6.5	FULL-TIME	5.5	5.5	5.5	5.5	6.5	6.5	35			
Marcevia Reynolds	PHF Lomita	UNARMED		1830-0000		FULL-TIME	5.5	5.5	5.5	5.5	5.5		33			
Rasheeda Shaheed	City of Glendale	UNARMED	ROVERS	1700-0000	5 TO 7	FULL-TIME	5.8	5.8	5.8	5.8	7				30.2	
Samir Talavosian	ON CALL	ARMED	ROVERS	1600-0000	8	FULL-TIME									40	
Efrain Telles	PHF SGT	ARMED		1830-0000	5.5	FULL-TIME	5.5	5.5	5.5	5.5	5.5	5.5	33			

**Note:** All of the officers in the staffing plan above are full-time employees of Cypress. Some officers who do not serve a full 40 hours for Public Works make up the additional time for other Cypress clients.

Because Cypress is the incumbent security provider for Public Works, any transition would be minimal. However, our standard transition plan begins once Cypress receives the awarded contract. The client immediately will begin to experience a more disciplined, thorough, and systematic approach to security service. CPS will:

- Seek to understand and operate in harmony with current workflow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.



As phases of the transition plan conclude, CPS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Following are the minimum qualifications of all staff assigned to the Public Works security program.

#### **Unarmed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card) from the state where employed.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages in addition to English a plus).
- No history of felony convictions and must pass a multi-panel drug screen and background check.
- Ability to read, write, understand, and execute written orders, policies, procedures, instructions and handle requests and compile security reports for the client.
- Ability to stand in one location for extended period of times and or complete foot patrols as required by the site.
- Ability to respond to emergency or critical incidents and notify proper authorities as needed.
- Ability to pick up and carry a 20 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and take initiative in completing assigned tasks.
- Must be willing to accept shift work, weekends, holidays, and overtime if needed.
- Have a valid driver's license from the state where employed maintain a clean driving record subject to DMV Pull Program. Clean driving record necessary for patrol positions.
- Patrol and maintain general security of assigned property as described in Post Orders.
- Respond to reasonable business-related customer service requests, which are non-security related.

- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit Daily Activity Reports, Incident Reports, Accident Reports, Hazard Reports, and Condition Reports. Reports must be legible, and routed to Supervisor for distribution.
- Work under general supervision of site supervisor, quality control manager and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Maintain professional communication with clients and patrons.
- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Remain alert and vigilant while on duty.
- Assist other officers in a team-oriented environment.

#### **Armed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card), exposed firearm Card with endorsements for 9mm and .40 calibers, pepper spray/ tear gas certification and baton card.
- Ability to successfully pass a thorough oral interview panel.
- Ability to successfully pass a multi panel drug screen.
- Ability to successfully pass an MMPI-2 psychological evaluation.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages a plus).
- No history of felony convictions or disqualifying misdemeanor offenses.
- Ability to read, write and understand written orders, policies, procedures, and instructions.
- Ability to stand in one location for extended periods of time.
- Ability to climb/walk up 10 levels/flights of emergency stairs.
- Ability to pick up and carry a 25 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and takes initiative while carrying out existing assignments.
- Ability to perform as a team player and act independently.
- Must be willing to work weekends, holidays and overtime.
- Respond to reasonable business-related customer service requests.
- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit daily activity, incident, accident, hazard, and condition reports.
- Work under general supervision of site supervisor, field supervisor, and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Demonstrate professional communications with clients, patrons, and co-workers.
- Patrol and maintain general security of assigned property as described in post orders.

- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Assist other officers in a team-oriented environment.

#### **Armed Officer Screening**

**Licensing Required** - All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services prior to applying to an armed security officer position.

**Previous Experience Screening** - Cypress recruiters screen all applications for armed security officer positions for previous relevant experience. This is to ensure we screen out any applicants who do not possess the qualifications and background for these positions.

**Oral Interview Panel** - After Cypress recruiters have determined an applicant meets the required licensing and qualifications, the applicant is set up for an oral panel interview with hiring managers. The oral panel interview consists of basic interview questions, job-related scenario questions, use of force scenario questions, and ethical behavior questions. The oral panel interview is rated pass or fail.

**Background Investigation and DOT Drug & Alcohol Screening** - Upon successful completion of the oral panel interview, applicants are setup to complete a 5-panel U.S. Department of Transportation (DOT) drug and alcohol screen, and background investigation. For additional information regarding background checks, see section 6.6. of this proposal.

**Personality Inventory/Psychological Assessment** - After successful completion of all other steps in the hiring process, applicants are given a conditional offer of employment. Employment is contingent of the successful completion of the Minnesota Multiphasic Personality Inventory II (MMPI-2). Cypress uses an experienced police psychologist to administer and assess all armed security officer candidates. The MMPI-2 testing gives Cypress an insight to the candidate's personal characteristics such as ability to work in a team environment, ability to work independently, ability to operate under stress, propensity to alcohol or substance abuse, and propensity to unsatisfactory work ethics or behavior. Candidates are screened with the same standards as an entry level peace officer under California Commission on Peace Officer Standards and Training (CA P.O.S.T.).

### 1. Account Executive/Supervisor

Felix Guerrero is the account executive/supervisor. He has over 20 years' worth of experience in the security industry, and has been with Cypress since 2009 in a managerial capacity. Currently, he is the regional manager. Marc Mendoza will be the assistant account executive. Mr. Mendoza has been with Cypress since 2013, but he served as a police officer in the Glendale PD for almost 20 years.

### 2. Uniforms and Equipment

**Uniforms:** CPS has a full-range uniform system which may be customized according to the requirements of the County of LA Department of Public Works. CPS quality control managers perform regular on-site field inspections and make sure that field officers' uniforms and appearance are presentable and professional.

The hard uniform conveys more of an authoritative security presence and is used both indoors and outdoors. The hard uniform consists of a bomber jacket (which can be substituted with a sweater), dress shirt (made of sturdy material), slacks, tie, black socks, and black shoes. It's a professional look for locations where there is a higher potential for security issues.

It is the intent of CPS to work with your management to use the most suitable uniform. CPS views this as an important component when building an identity for the security program that will channel the philosophies and image of Public Works.

Cypress Private Security provides all security personnel with a durable set of uniforms. Officers receive seven shirts and five pairs of pants, with free weekly uniform cleanings via our local support offices.





**Equipment:** The best security force always has the proper gear for the job, and CPS officers have access to an assortment of equipment in the field. We analyze your needs and apply the correct tools to maximize efficiency. These are examples of what we can provide for your site.



**Vehicles** – CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



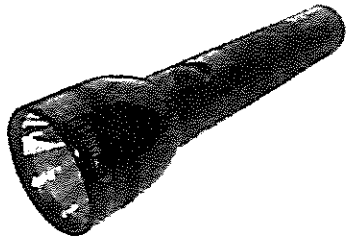
**Personal Protective Equipment** – CPS provides hard hats, safety goggles, safety vests, and any other necessary safety gear.



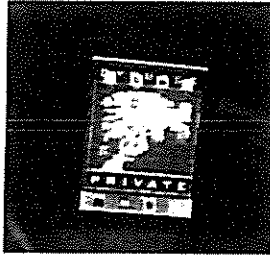
**Firearms** – At armed sites, CPS equips three types of semi-automatic handguns: the Beretta 92 (9mm), the Beretta 96 (.40), and the Glock 19 (9mm). These firearms have been approved by senior management and all armed CPS officers are fully trained.



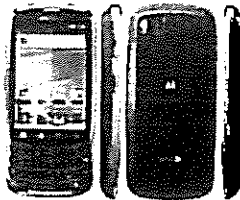
**Batons** – Your site-specific needs help dictate the proper non-lethal weapon. CPS uses two types of batons: ASP Expandable Batons and side handle batons.



**Flashlights** – CPS uses different types of flashlights depending on the site. The Maglite 3 and 4 as well as cell LED flashlights are available for the officers on duty.



**iPad** – Officers will be provided with a Cypress iPad for report writing purposes. This Wi-Fi-enabled tablet will allow officers to quickly write and upload reports to the client portal. The iPad can also be used to access Cypress' scheduling and workforce management systems, and access company policies and procedures documents as well as training materials.

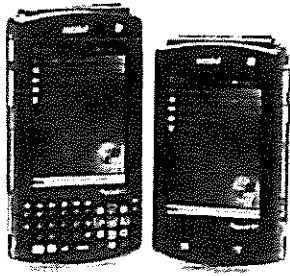


**Cell Phones** – CPS officers are trained and familiar with modern communications technology including smartphones. Officers at the Public Works sites will be able to use a cell phone, provided by CPS, for on-the-job two-way radio purposes. These smartphones include the Direct Connect push to talk feature, email, camera, and phone capabilities. Phones have expandable capacity to provide guard tour functions as well. Officers will maintain, with all due responsibility, good upkeep of all devices and equipment provided to them.

### The Cypress Management and Tracking System Powered by D3

Through the Cypress Management and Tracking System (CMTS) powered by D3 technology, our officers will be able to perform thorough and complete patrols. In addition, because the D3 system is fully verifiable, our officers will be held fully accountable for their actions. CPS uses CMTS allowing for both indoor and outdoor real-time performance monitoring. This technology uses cellular and Web-based technology to manage and remain in communication with field officers as they make their patrol rounds. Bar code reader technology allows for guard tracking. The system also allows officers to create detailed reports and quickly and efficiently report and log any incidents that may occur. CMTS gives the control room the ability to:

- Track, monitor, and manage field officers.
- Pinpoint the closest officers for dispatch.
- Communicate via voice and text.
- Create detailed reports outlining all incidents, activities, and statistics.
- The system will also automatically notify CPS and your management of any severe or critical incident that takes place. This allows CPS and Public Works to access incident report information in real-time as it is being entered by security officers in the field.



**Cypress Management and Tracking System – CMTS** is designed to solve the business need for configurable data collection, workflow, and analysis. This incident reporting and case management system consolidates data from multiple channels and provides a common incident repository, eliminating redundant proprietary databases while maintaining data integrity. Customizable workflow triggers repeatable actions, including collaborations, approvals, notifications, escalations, and task assignments – all in a synchronized and portable platform.

### Regular Reports

The D3 system can track any aspect of the security program: incidents, emergencies, officer performance, and more. The system can be customized to be as specific as the client wishes. For example, officers performing standard patrols at a parking lot would use D3 to log parking violations at their site, including such information as model and make of the car, license plate number, time of the violation, etc. Building conditions reports (e.g., broken elevator, damaged doors, lightbulbs) and more serious incidents (such as vandalism or theft) are also logged into the D3 system. We can then take all of the data and create a graph that will visually illustrate all of the month's activities (or any other increment of time). During monthly meetings, we can present the findings to the client and use the statistics to improve the security program. Over time, this data becomes more and more useful as we are able to evaluate trends and identify (and subsequently minimize or even eliminate) specific trouble spots. It can also show us how we have improved over time.

The use of predictive data and historical data has proven to be effective for all of our major clients. CPS can collect and control the data for the client's convenience. In other words, Cypress owns the data, and other parties cannot acquire your security data via public information requests. We have used this reporting technology to help various clients in the LA region, such as the LAPD. The data we have collected while serving their program has led to actionable information resulting in improved performance and reduction of crime. For example, through D3, CPS has been able to collect crime statistics for the ADLA in order to show unarmed officers can still be effective while serving that District. Over time, our data ended up supporting our recommendation to the ADLA to lean towards more unarmed guards as opposed to armed.

The D3 system can also be used to directly evaluate our own officers' performance. Because the D3 system is fully customizable, we can create data fields that keep track of various aspects of officer performance. For example, we can keep track of the number of times an officer is late to his/her shift, the number of times an officer's appearance/uniform does not meet expected standards, and other similar concerns. In these cases, if an officer's performance is unsatisfactory, the supervisor will be made aware and can speak with the officer and create a corrective action plan (or remove and replace the officer, if necessary).

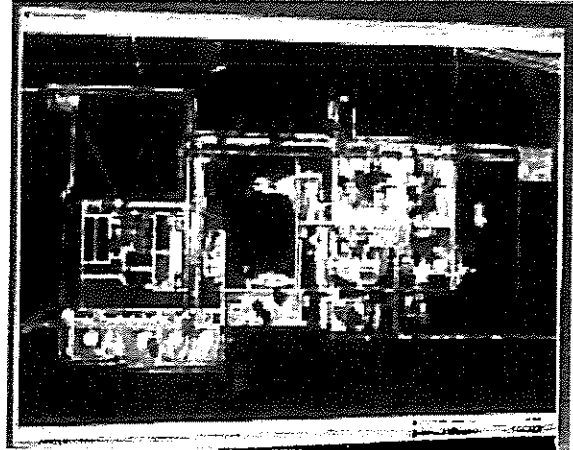
CPS takes client satisfaction very seriously and makes efforts to ensure that the security program does not grow stagnant. Our self-evaluation process is continuous and we strive to be proactive in rooting out security problems and encouraging our officers to perform at their peak level. That said, we realize that statistics alone do not always represent the ultimate picture of a security program, so regular meetings with the Public Works security liaison will certainly be useful in evaluating the project on an ongoing basis.

### Geospatial Intelligence Analytics

The D3 Geospatial Intelligence Analytics (GIA) feature will allow dispatchers and managers the ability to track individual security officers in real time. GIA uses the map overlay function make sure that officers' patrol routes correspond with areas with the most incidents. GIA will also allow a dispatcher to assign the closest security officer to respond to a situation. Key features of the GIA include:

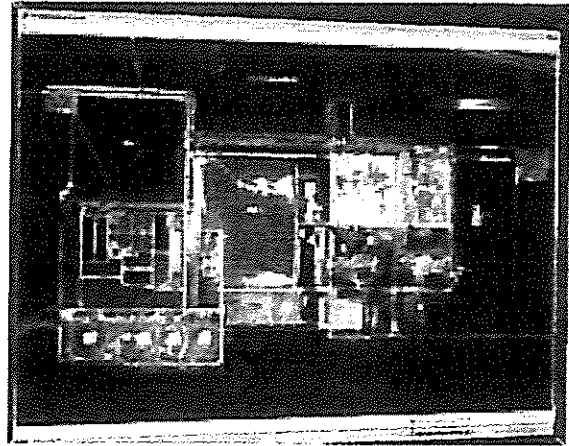
**Location-based Incident Tracking and Analysis**

- Import and overlay multiple layers
- Color-coded incident icons
- Type, date range, reoccurrence, and area filters
- Mouse over icons for incident details; click for full report
- Heat map, area-based activity analysis
- Countermeasures and image asset library overlays



**Guard Tour Security Patrol Routes**

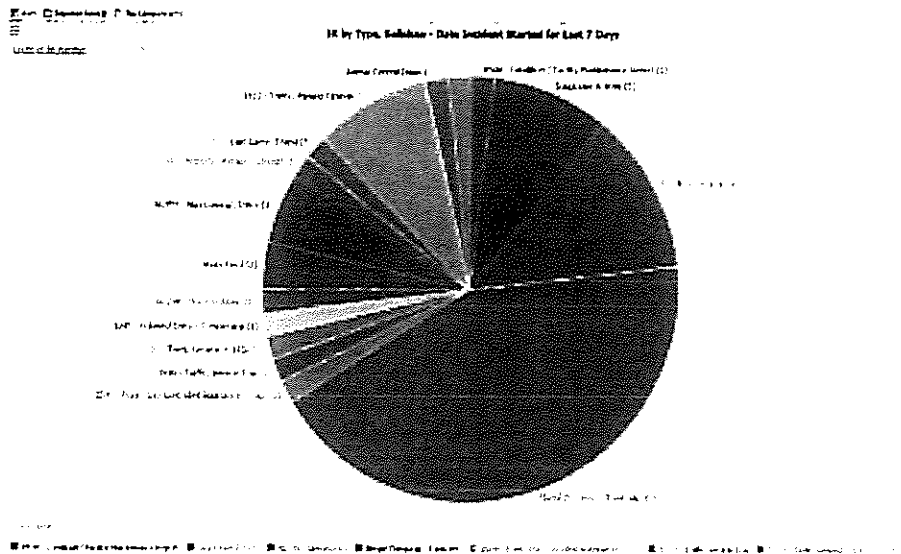
- Display guard tour patrol routes and checkpoints
- Analyze incident activity against allocation of personnel
- Dynamically edit patrol routes in real time

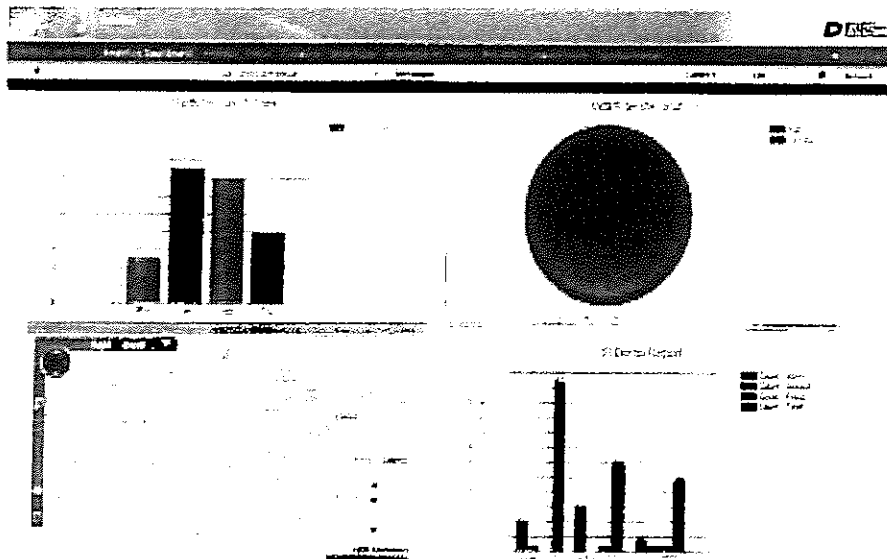


**D3 Analytics and Reports**

The built-in D3 Analytical Dashboard allows the user to select from a multitude of prefabricated reports that can be generated automatically and sent to the client management team. In addition to this, the D3 system can also generate fully customizable reports that will allow the user to best implement the data collected from the security officers in the field. All reports can be pulled manually or set up to be generated and emailed on a scheduled basis.

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**D3 Dispatch**

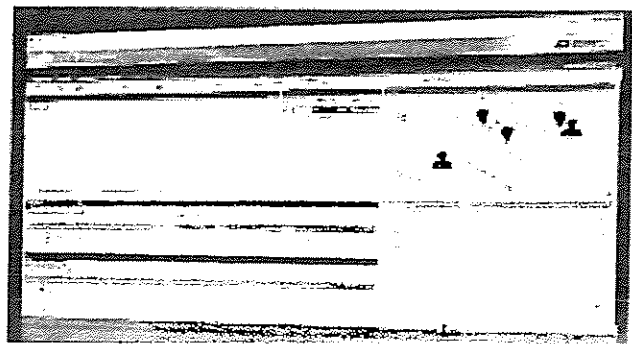
D3 Dispatch (computer-aided dispatch) provides real-time, end-to-end tracking of an occurrence from call receipt through resource deployment, arrival and outcome. The D3 Dispatch system provides the features of large enterprise dispatch systems, at a mid-market price point.

Using the system, dispatch operators assign resources, including security officers, maintenance staff, and third party suppliers. The easy-to-use interface consists of customizable forms, enabling dispatch operators to capture exactly the information they need and efficiently assign resources. With a single click, a standard dispatch can be escalated to an incident report for follow-up and investigation.

The system incorporates comprehensive search and analysis reporting. Instantly generate reports on any data to analyze and monitor changing environmental patterns, performance, and workload.

**Features and Benefits**

- Real time, map-based activity tracking
- Staff scheduling application
- Comprehensive response reporting and analysis
- Daily activity log
- Web based
- Fully customizable



### 3. Training Programs

CPS is committed to the professional growth of every employee within the company. At CPS, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. This plan takes into consideration the employee's personal goals and how they correlate with CPS corporate objectives. CPS' objective is to deliver outstanding security services to each client. The first training section any CPS employee undergoes is a thorough overview of the company philosophies.

**Development Training Structure:** CPS' training platform covers all aspects of security, including operational and business strategies, to best prepare all employees for their duties. The development training is divided into three careers and training blocks: professional security officer (PSO), quality control manager (QCM), and Cypress leadership training (CLT) program. Each of these cornerstones consists of several different steps and training modules. The development training allows each employee within the company to truly seek a career path that enhances their skill sets, ambitions, and performance.

**Professional Security Officer Training Outline:** The CPS professional security officer (PSO) training program is part of the foundation in providing high quality security services. The PSO program is divided into three different levels of training. Each level has a set number of classes that need to be completed before moving on. The entire PSO program consists of 42 different classes. The training classes vary from 2-8 hours of training time, and it takes 82 hours to reach PSO level 3. Before being assigned to any site, officers must complete level 1. The PSO program is recognized in the security industry for meeting the highest possible standards. The foundation of the PSO program is found in the strict guidelines put forth by the state of CA, BSIS.

#### Training at CPS:

- 40 hours of initial training.
- Over 50 different training modules offered to all employees.
- 100% of employees meet annual training requirements.
- In-house certified trainers.
- 80% passing score required for each training module.
- In-house CPR and first aid training program.
- 100% of training documented.
- 100% of employees participate in annual refresher and development training.
- Proprietary online training system accessible to all employees.
- Each employee has a personal training plan to follow based on career enhancement goals.
- Instructor-led classroom training.
- Scenario training between teacher and student.
- Training curriculums set for each client.

The following table outlines the steps of the PSO program.

### Security Officer – PSO Level 1

- The PSO Level One designation helps build a solid foundation of the security profession. Through the Level One step, officers are given the opportunity to establish a substantial understanding of the security industry. They will also develop their roles and functions within CPS.

### Security Officer – PSO Level 2

- In the PSO Level Two designation, there is a greater emphasis on training. Security officers focus on training areas such as communication and handling difficult people and challenging situations. This will help security officers in their daily work as they interact with clients, visitors, and other individuals in a safe, polite, and ultimately professional manner.

### Security Officer – PSO Level 3

- The PSO Level Three designation teaches security officers to be well-versed in critical areas such as fire and life safety systems. The Level Three designation will also focus on workplace violence and sexual harassment prevention, as well as access control training. The PSO Level Three designation prepares security officers to become senior security officers.

Fig: PSO Level 1 through Level 3

The following chart outlines the different classes within the different steps of the PSO training.

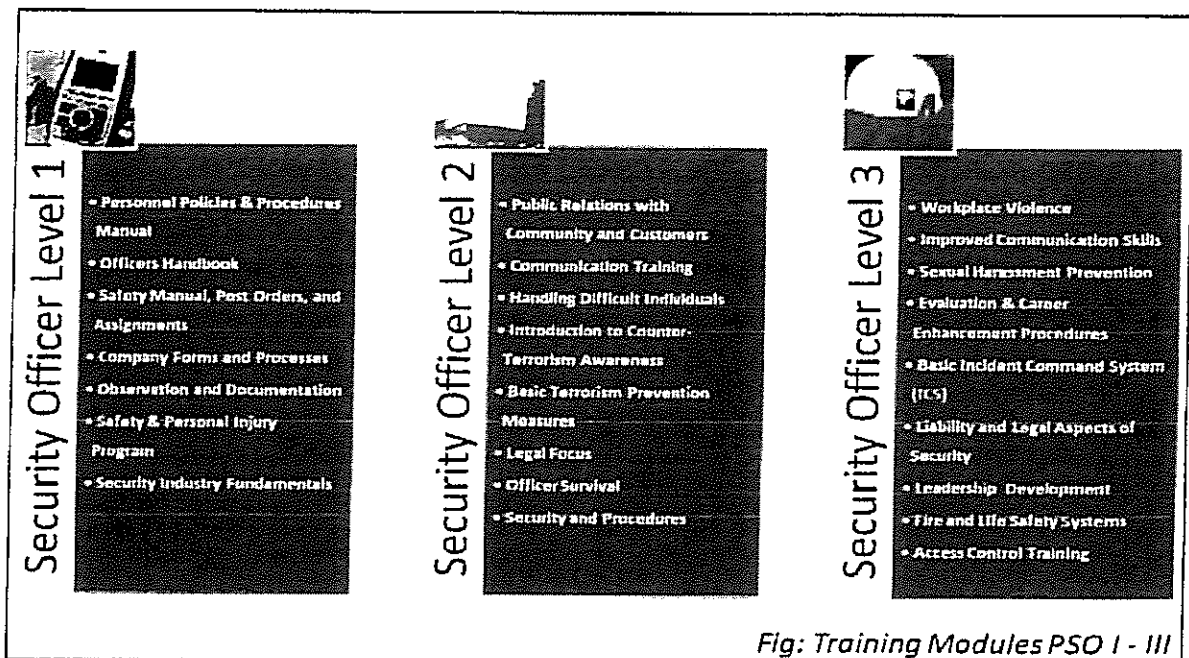


Fig: Training Modules PSO I - III

**On-the-Job Training**

CPS develops an OTJ program for each site and post. These field training manuals are based on CPS' thorough review of the job duties. The security site assessment serves as the basis for the development of the OTJ program. Our comprehensive OTJ program addresses items including, but not limited to, the following:

**CYPRESS SECURITY  
OJT CHECKLIST** FOR SITE-SPECIFIC ON-THE-JOB TRAINING 

SECURITY OFFICER'S NAME  
TRAINING OFFICER'S NAME  
CLIENT OR WORKSITE

LAST NAME									

FIRST NAME				

EMPLOYEE No.

**INSTRUCTIONS:**

1. Your supervisor or site training officer is to train you on each item below. After being trained on each item, you and your trainer must place your initials in the appropriate spaces. If any of these items are not applicable to your worksite, place an N/A (not applicable) next to that particular item.
2. This OJT Checklist is to be completed upon your arrival at the worksite.
3. When this OJT Checklist is complete, your supervisor must send it to the main office, for entry into your Employee Personnel file and into the Valiant computer system.

TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS
Cypress Policies & Procedure Manual		
Security Officer's Chain-of-Command		
Customer Chain-of-Command		
Emergency Contact List		
Cypress Security's General Orders		
Uniform Requirements		
Personal Appearance Standards		
Post Orders		
Hours of Operation		
Access Control		
I.D. Checks		
Key Control		
- Visitor Procedures		
- Deliveries & Contractors		
- Off-Hour Access Control		
Patrol Routes & Procedures		
Fire Emergency Procedures		
- Fire Alarm Procedures		
- Fire Extinguisher Locations		
- How to Use Fire Extinguishers		
- Notification Procedures		
- Building Evacuation Plan		

TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS
Medical Emergency Procedures		
- Telephone Contacts		
- Actions to Take		
Bomb Threat Procedures		
Heating & Air Conditioning Problems		
Electrical/Power Emergencies		
Elevator Emergencies		
Water Leaks in the Building		
Bad Weather Procedures		
Crime Emergencies		
Telephone & Computer Procedures		
How to Operate Site Security Equipment		
Special Equipment: radio, flashlights, wands, pagers, close-circuit TV		
Report Writing		
- Daily Operations Logs		
- Incident Reports		
Lost & Found Policy & Procedure		
Employee Accident Reporting Procedure		
Customer Service Procedures		
Handling Hostility/Crisis Intervention		
Safety Orientation		

MM DD YY  
DATE OJT COMPLETED:

SECURITY OFFICER SIGNATURE: \_\_\_\_\_

TRAINING OFFICER SIGNATURE: \_\_\_\_\_

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

**WHEN YOU'RE DONE:**

1. Make a copy of this Checklist for your files.
2. Your Supervisor must send the original to the office for processing.

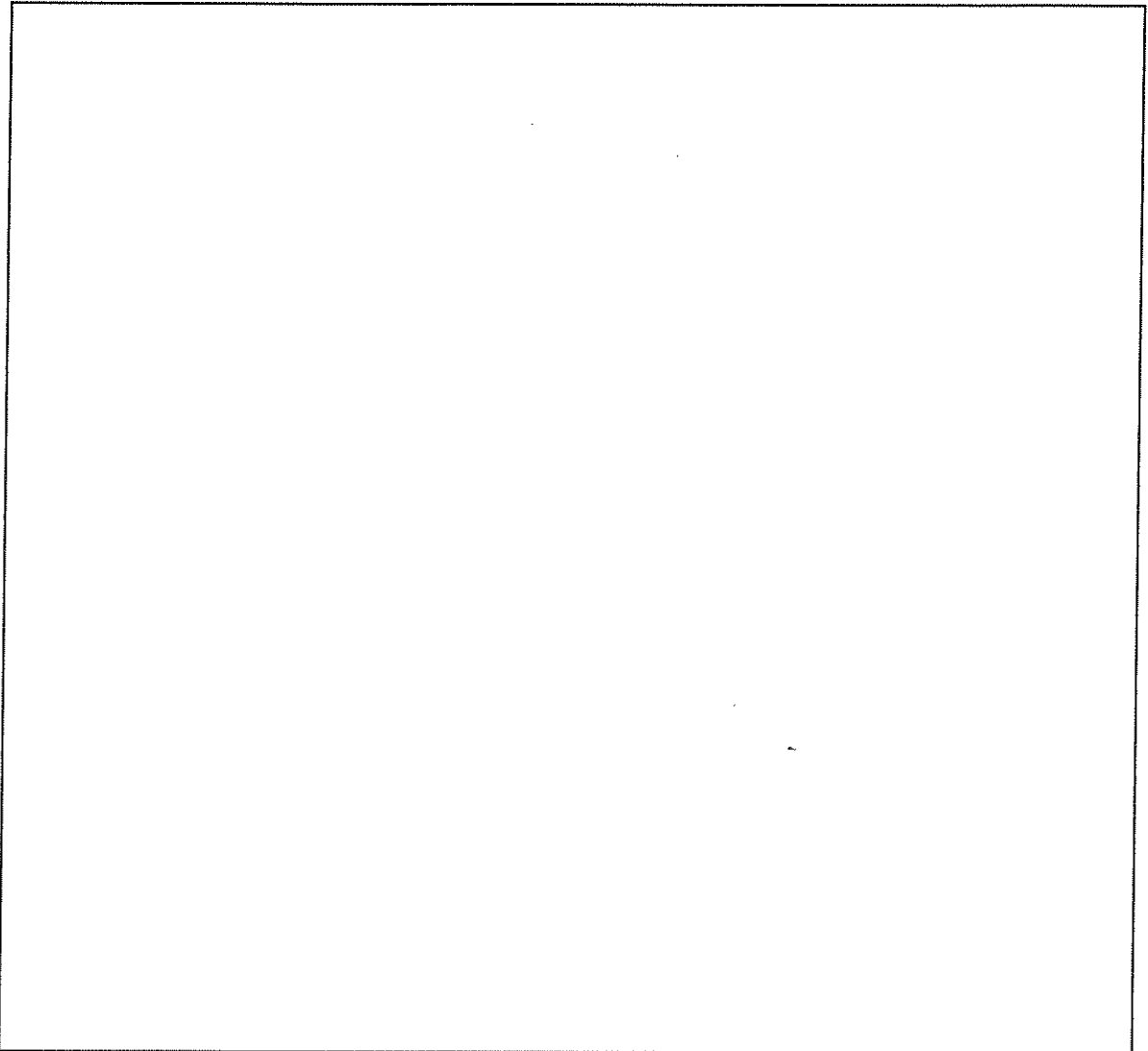
The length of the OTJ program varies depending on duties. At a minimum, each officer will receive an initial 24 hours of supervised on-site training administered by a certified training officer who understands the ins and outs of the client's site. The OTJ program includes spot quizzes conducted by the training officer.



At the conclusion of the training, both the training officer and the trainee must sign the OTJ form indicating the subject material has been well-covered and understood by the trainee.

**Officer Handbook**

Officers are trained on all company policies and procedures. The topics are included in the officer handbook, the table of contents of which are provided below.





**Quality Control Manager and Supervisor Training**

• The shift supervisor training prepares lead or shift supervisors for their duties as the on-site supervisor. The shift supervisor is responsible for all on-site activities during a specific shift. The shift supervisor training includes areas such as personnel development and leadership.

**Site Supervisor & Manager**

• Site supervisor and management training will focus on training areas such as communication, employee motivation, and on-site structure. The training prepares the site supervisor and manager to lead a larger group of on-site security professionals who are skilled in multiple security fields.

**Quality Control Manager**

• The quality control managers are assigned to a larger area and support several different accounts. The role of quality control managers is in their title: they ensure the service quality CPS delivers to clients. QCM training focuses on quality control measures and personnel development. QCMs oversee a range of functions within the company.

*Fig: QCS Training*

The quality control and supervisory training (QCST) program is designed to help employees grow to their fullest potential within CPS. The training program gives supervisors the tools to lead the work at the site and motivate employees to perform consistently at a high level. CPS promotes within the company to these positions, and prior to starting the QCST training program, the employee must complete the PSO training.

The QCST program serves as a motivational tool as well as a planning tool for both current and future leaders within CPS. The following training modules are included in the QCS Training plan:

- **Company Structure Focus** – The instructor teaches about the company's organization, including the various departments, how to interact with them, and the officer's role in the overall operation.
- **CPS Personnel Policies and Procedures Manual** – To reduce confusion, the Policies and Procedures Manual outlines basic protocol such as work standards, quality control, and benefits at CPS.
- **Company Forms** – All incidents and situations must be reported accurately with the proper forms. Organized paperwork helps a company run efficiently.
- **Disciplinary and Evaluation Process** – Supervisors learn disciplinary functions and how to evaluate an employee's performance. The class examines a variety of methodologies in order to best promote the best performance from each employee.
- **Sexual Harassment Class** – The sexual harassment class teaches the managers how to avoid and handle any situation that could be classified as harassment. This class is mandatory for all managers.

- **Valiant Training** – Each new manager will receive training on the Valiant system. CPS uses this web-based scheduling software to ensure accurate scheduling and payroll.
- **Improved Communication Skills** – After completing this module, the trainee will be able to communicate effectively, to individuals and groups, and use spoken, written, and electronic communication.
- **Decision-making Techniques** – To lead effectively, supervisors need to be able to make timely, thoughtful decisions consistently.

### Types of Training

**Classroom Training** – Each CPS employee starts their training in a classroom setting. The employees undergo a series of different instructor-led classes before being assigned to a site.

**Scenario-based Training** – Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.

**Client-specific Training** – CPS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. CPS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the Cypress Training Academy curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.

**Cross-training** – Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows CPS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.

**CPR and First Aid Training** – All security officers at CPS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes CPS' CPR and first aid training will receive a Red Cross certification. This training is also made available for the client's staff as the client sees fit.

**Online Training Modules** – The Cypress Training Academy is our state of the art online training system for security officers and management and supervisory staff. Through CTA, Cypress Private Security trains each employee with the same standard, and brings new training modules to employees independent of their physical work location. In this way, CPS can quickly train all employees on any new industry-specific information or on any changes to the specific site the CPS employee is working at. Each module consists of three components: video module, written module, and a test. The employee must complete all three components and receive a passing score of 90% in order to receive certification for that module.

All officer training is logged and recorded on our online database. Certifications and licenses are maintained and kept current.

**De-escalation Training**

Cypress maintains a staff of instructors certified in several disciplines of de-escalation training, including AVADE® and MOAB®. This training, provided to our security officers in the field, enables those officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. As such, Cypress is proud of having an industry-leading low level of use of force incidents. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits



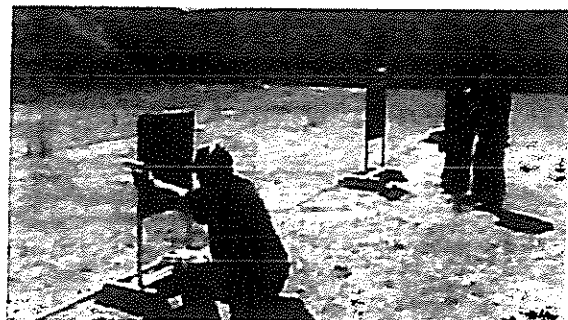
MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.



**Armed Security Training**

All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS) prior to applying to an armed security officer position. BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition, Cypress also requires our armed security officers to complete range qualification with our licensed in-house firearms instructors. This is to ensure all our armed security officers remain proficient with double the amount of training time as required by BSIS.

In addition to qualifying armed security officers on the basic qualification course of fire, Cypress' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Cypress armed security officers work, including high-density public areas, crowded transit passenger facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.



### Mental Health Training



Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness. Our training manager is a certified trainer for this course. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis such as contemplating suicide. In both situations, the goal is to help support an individual until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. Cypress provides this training to all officers. As a value-added benefit, this training is also freely available to our clients, should you wish to participate.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

**4. Transition Plan**

**Key Personnel Duties and Responsibilities:** Before the transition starts, CPS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition. The CPS transition plan includes clearly delineated job responsibilities, which eliminates duplication of work or missed tasks.

**Documentation, Communication, and Training:** CPS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, CPS also prepares training schedules that outline training topics, responsible managers, and required attendees.

**Work Plan Timeline**

Task Assigned	Date Due	Responsibility
Award letter issued to CPS	> 3 weeks prior to startup	BDM
CPS transition team assigned and in place	> 3 weeks prior to startup	COO
Meet with client to obtain site specific information	> 3 weeks prior to startup	Client Manager
Outline and adjust transition plan if needed	> 3 weeks prior to startup	COO
Security and technology assessment	> 3 weeks prior to startup	COO & Client Mgr.
Management/labor meeting	> 3 weeks prior to startup	COO
Conduct site security survey	> 3 weeks prior to startup	COO & Client Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources
On-site training for operations team	> 2 weeks prior to startup	COO & Client Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Client Mgr., Tr. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Client Manager
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Client Manager
Prepare post orders	> 2 weeks prior to startup	Client Manager
Select security officers	> 2 weeks prior to startup	HR & Client Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Training Manager
Meet with client to brief on transition progress	Continuous	COO & Client Mgr.
Present post orders to client	> 1 week prior to startup	Client Manager
Deadline to complete drug screen for candidates	> 1 week prior to startup	Human Resources

Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Client Manager
Ensure each post is fully equipped as specified	> 1 week prior to startup	Client Manager
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Client Manager
Retraining of incumbent personnel hired by CPS	> 1 week prior to startup	Training Manager
Service start	TBD	COO & Client Mgr.

**Evaluation Calendar**

The evaluation calendar outlines key on-site elements related to performance after the project has begun. The tasks are divided according to department and corresponding manager.

Task Assigned	Date Due	Responsibility
One month evaluation of each officer's performance	30 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Client Manager & Training Manager
Three-month evaluation of each officer's performance	< 90 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Client Manager & Training Manager



## 5. Site Inspections

Cypress conducts unannounced site checks at *least* once per day. These site inspections are conducted by one of our managers, a group which includes the account executive, assistant account executive, regional support manager, and quality control managers. Felix Guerrero, as the regional manager and account executive, is ultimately responsible for the overall security program including the site inspection protocols.

### Proactive Field Support

The industry-leading CPS quality control manager (QCM) program is a critical aspect of our proactive quality control process, which distinguishes us from other security providers. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At CPS, our supervisors and managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Leadership's Role:** Every shift, each CPS field officer on duty receives an on-site inspection from a field supervisor, quality control manager (QCM), client manager, or branch manager, all of whom have the authority to perform disciplinary actions.

**The QCM:** Our QCM program sets us apart from all other security providers. This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance.

**Daily Activity Reports:** Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. The QCM reviews all DARs for accuracy and completion. On-site inspection times are logged in the site's DAR, which clients may review at any time.

**CPS' Quality-focused Approach:** Our attitude toward supervision is "inspect what you expect." Leadership establishes clear expectations to field officers, and disciplined inspections focus on making sure those expectations are met. Our quality assurance process centers on our proactive style of management. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

### On-site Inspections:

- QCMs work to:
  - Root out potential problems proactively.
  - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- Field officers fill out DARs to document observations or incidents.
- CPS manager duties during inspections:
  - Evaluate officers' physical appearance and equipment.
  - Conduct on-site patrol encompassing officers' scope of responsibility.
  - Make note of any oversights of issues not mentioned in the DAR.
  - As necessary, modifies patrol routes or protocol.
- Extra officers may be cross-trained during this time.
- CPS managers may meet with facility managers.

## 6. Background Checks

**Screening & Background Check:** After the initial interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

## 7. QUALITY ASSURANCE PROGRAM

We know you have a plethora of options whenever you're deciding between the right vendors for your needs. First, you can base your decision purely on past performance, reputation, or recommendation. Secondly, you can choose by assessing the capabilities of each potential supplier, the strength of their management team, and the company's mission statement. Or lastly, you can have a third party consultant complete an assessment of each potential vendor.

Success isn't an accident. Success is intentional. Our ability to acquire premier clients, renew demanding contracts, and achieve extraordinary levels of client satisfaction are all based upon our commitment and execution of quality management practices.

### A. Policies and Procedures

**No Subcontractors:** Cypress will not be enlisting the services of a subcontractor for the Public Works security project. All services will be rendered by Cypress.

**Measuring Performance:** Our mission of providing the best security management services in the Western United States requires a disciplined and rigorous self-evaluation of every single business and service function. We measure everything so we can improve everything. Constantly.

**Quality Consistency:** CPS' quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence. We don't make promises we can't deliver. Our quality assurance process is designed to augment any elements we need to improve as quickly as possible.

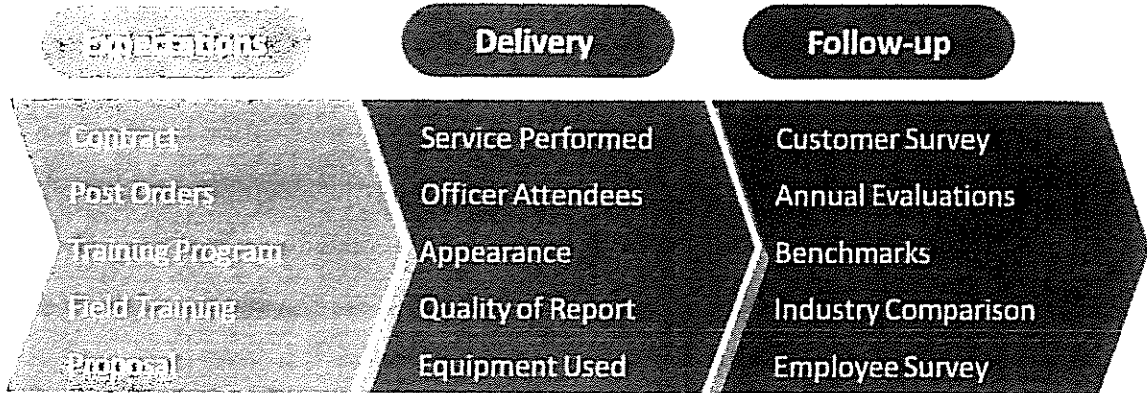
It is the responsibility of the Cypress management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal.

The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by CPS. Cypress creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. Cypress will update such post orders within 30 days of being awarded the contract.

### Quality at CPS:

- Based on ISO 9000 standards.
- All activities within CPS are measured and tracked.
- 100% performance evaluation conducted.
- 100% of client expectations are met.
- Client surveys (annual surveys conducted with each client) covering 120 CPS functions.
- Clear and precise post orders reflect clients' specifications.
- Clearly developed technical protocols and customer service skill sets.

# Quality Consistency Diagram



**Customer Focus:** Client needs can change over time. CPS management and staff meet these evolving needs by using cutting edge technology and educated decision-making. Adherence to the ISO principle of "Customer Focus" enables CPS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow CPS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

**System Approach to Management:** When any part of a system is affected, the entire structure can be compromised. CPS promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. Cypress' system approach to management includes the following advantages:

- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.
- Consistency: Results achieved by design can be duplicated.

**Client Survey:** The client survey is an integral part of measuring CPS' performance against set benchmarks. The client survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.

**Ongoing Evaluation of Security Program:** Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and the results of the customer survey.

**Quality Improvement Process:** All compliance officers and managers attend monthly quality control meetings. There are three phases to the quality improvement process. In phase one, the different offices submit the requested QIP documentation. During phase two, the compliance officer evaluates the documentation, and issues detailed analysis to the managers. Phase three completes the process with the implementation of improvements and fine-tuning of the ongoing operation. The process enables CPS to share best practices across the company.

**Corrective Action Procedures:** Cypress values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times

when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine our security program, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between CPS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

1. Initial communication of the problem.
2. Verification of the problem.
3. Analysis and broad assessment of the problem.
4. Identification of the root cause.
5. Take measures to comprehensively address the root cause and eliminate the problem.
  - a. Develop an action plan that logs and details the above information and presents a solution.
  - b. Review the action plan with the client.
  - c. Execute the action plan in an expedient but detail-oriented manner.
6. Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

**Dealing with Personnel-related Performance Issues:** At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.

- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Cypress policies and procedures manual, Cypress officer handbook, Cypress safety manual, violations of post orders, willfully or negligently endangering the life and/or wellbeing of him/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken to accommodate or corrective actions in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Cypress team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Cypress site supervisors and management are obligated to report misconduct to the responsible client/account/program manager, regional manager, or COO. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the client manager or regional manager or COO with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Cypress reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Cypress.

## **B. Inspection Fundamentals**

Cypress understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. When a QCM or another manager conducts a field inspection, the focus is on ensuring that those expectations are met. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

"Inspect what you expect" also applies to the inspections that field officers perform as they conduct their rounds. Thorough training, an understanding of the post orders, and on-site experience helps officers be aware of things that they must remain alert for when patrolling and inspecting their site. Inspection schedules occur a set amount of times per shift (designated in the post orders), and are often at random times to prevent patterns.

The individual with overall responsibility over the inspection program is the account manager – in the case of the Public Works project, that individual is Felix Guerrero, who is also the Cypress regional manager. He has a career in private security spanning 20 years, and he has been with Cypress in a managerial capacity since 2009. For more of his qualifications, please see his corporate resume in section 5.3. of this proposal.

We have included a sample form used for quality control: performance evaluation.



CYPRESS SECURITY  
**PERFORMANCE REVIEW**

<u>Employee Name</u>	<u>Job Title</u>	<u>Length In Current Position</u>	<u>Date of Hire</u>
<u>Property/Property No.</u>	<u>Date of Last Review</u>	<u>Reviewing Supervisor</u>	<u>Current Review Date</u>

**Rating Code**

<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Does not pertain to the job or cannot be evaluated at this time.	Falls to meet standards.	Performance meets most requirements but marginal in some key areas which will require improvement.	Performance consistently meets requirements.	Performance consistently exceeds expectations in most areas.

<b>Customer Service Orientation:</b>	
<ul style="list-style-type: none"> <li>• Demeanor _____</li> <li>• Attitude _____</li> <li>• Courtesy _____</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge of the site's goals &amp; key participants, etc. _____</li> <li>• Answers telephone in professional and helpful manner, clearly speaking and identifying the site and his/her name. _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>



<b>Decision-Making and Judgment:</b>	
<ul style="list-style-type: none"> <li>Accumulates all relevant information and presents well considered alternatives when making recommendations _____</li> <li>Makes sound decisions in a timely manner, avoids hasty decisions, and notifies appropriate parties _____</li> <li>Systematically handles workload to avoid crises _____</li> </ul>	<ul style="list-style-type: none"> <li>Effectively takes control of emergency situations _____</li> <li>Approaches challenges with a positive attitude _____</li> <li>Properly controls confidential information _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

<b>Communication:</b>	
<ul style="list-style-type: none"> <li>Consults opinions of others and takes directions as appropriate _____</li> <li>Actively listens to others and gives appropriate feedback _____</li> <li>Offers creative ideas and solutions _____</li> <li>Effectively communicates with supervisor, employees, tenants and general public _____</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates skill in communicating with others (meetings, training, presentations) _____</li> <li>Works well with others/team player _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

<b>Organizational Relationships:</b>	
<ul style="list-style-type: none"> <li>Shows appropriate assertiveness in expressing and advocating points of view _____</li> <li>Timely implements directions and plans received from management _____</li> </ul>	<ul style="list-style-type: none"> <li>Accepts and follows up on constructive feedback from management without defensiveness _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

CYP - F122 - Version 1.1 - 02-10-2005

<b>Training/Knowledge:</b> <ul style="list-style-type: none"> <li>• Post orders _____</li> <li>• Emergency procedures _____</li> <li>• Company policy _____</li> <li>• Familiarity with security procedures _____</li> </ul>	<ul style="list-style-type: none"> <li>• Pursues training and resources from within and outside the organization _____</li> <li>• Directs efforts towards professional development _____</li> <li>• Demonstrates leadership skills _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Reliability:</b> <ul style="list-style-type: none"> <li>• Tardiness _____</li> <li>• Willingness to follow procedures, _____</li> <li>• Cooperation _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Report Writing:</b> <ul style="list-style-type: none"> <li>• Write clear, useful &amp; effective reports and memos _____</li> <li>• Accuracy, etc. _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Attendance:</b> <ul style="list-style-type: none"> <li>• Is reliable and dependable in attendance _____</li> <li>• Punctuality (schedule, lunch, breaks) _____</li> </ul>	<ul style="list-style-type: none"> <li>• Gives appropriate notice when requesting time off _____</li> <li>• Attends company training/meetings _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

CYP - F122 Version 1.1 - 02-10-2006

<b>Appearance:</b> <ul style="list-style-type: none"> <li>• Grooming _____</li> <li>• Proper uniform _____</li> <li>• Care of equipment _____</li> <li>• Personal hygiene _____</li> </ul>	
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

**Summary of Strengths:**

**Indicate Ways in Which Employee May Develop And / Or Improve:**

**OVERALL RATING:**

\_\_\_\_\_  
 Security Supervisor                      Date

\_\_\_\_\_  
 Security Supervisor                      Date

\_\_\_\_\_  
 Employee Signature                      Date

\_\_\_\_\_  
 Next Level Management                      Date

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

Reporting records are stored online and available 24/7 for the client to review. As described in section 6.2., Cypress uses D3 security technology for reporting. All reports are reviewed by a Cypress manager. Included here are several sample reports.

**Sample Daily Activity Report**



IR Type:	0100 - Daily Activity Report	Incident Number:	141120-14132
----------	------------------------------	------------------	--------------

**SFMOMA Collection Center**

Status: Open IR	Assigned to: (Other (Not listed))CC Officer SFMOMA CC
Custom Status:	Report Date/Time: 11/20/2014 11:43:00 PM PST
Priority:	Occurred on: 11/20/2014 11:00:00 PM PST
Created by: (Other (Not listed))CC Officer SFMOMA CC	Ended on: 11/21/2014 07:00:00 AM PST

Other (Not listed)

What location/site? 1353 Lowrie Ave. SSF, CA 94080

Post Equipment

Keys 8  
 Key Card YES  
 Additional Equipment 1 zomm, 1 cell phone, 3 radios and a flashlight

Breaks

First Break 15 Min.  
 Lunch Break Start 03:00:00 AM  
 Lunch Break End 03:30:00 AM  
 Second Break 15 Min.

Quality Control Inspection Report

Post Location 1353 Lowrie Ave, SSF, CA 94080  
 Guard Name Marvin Gilbert  
 Was Officer at post upon arrival? Pass

Uniform / Equipment Pass

Breaks taken as instructed? Pass

Customer Service Pass

Weapon, Baton, OC N/A

Post neat and orderly, no unauthorized items? Pass

Post orders, DAR, Daily Access Control Sheet, etc, present, readable & correct Pass

Can guard quickly describe the correct response to presented emergency scenario? Pass

Can guard describe when, why and how to use different levels of force? Pass

Narrative

DAR LOG:



IR Type: 0100 - Daily Activity Report Incident Number: 141120-14132

2300hr - S/O Gilbert briefed and coming on duty with S/O Soria going off duty att.-/gt  
 2330hr - Completed 1st exterior patrol att.-/gt  
 2345hr - QCM Sims advises Minna Annex is SECURE att.-/gt  
 2346hr - CC adv'd Opr#148 w/DIEBOLD of reason for alarms at Minna.-/gt  
 0000hr - Completed 1st 15 min break att.-/gt  
 0030hr - Monitoring cameras and continuing surveillance att.-/gt  
 0130hr - Monitoring cameras and continuing surveillance att.-/gt  
 0230hr - Monitoring cameras and continuing surveillance att.-/gt  
 0330hr - Completed 30 min lunch break att.-/gt  
 0430hr - Monitoring cameras and continuing surveillance att.-/gt  
 0530hr - Monitoring cameras and continuing surveillance att.-/gt  
 0600hr - QCM Sims advises that Minna Annex is OPEN att.-/gt  
 0630hr - Monitoring cameras and continuing surveillance att.-/gt  
 0645hr - Completed 2nd 15 min break att.-/gt  
 0700hr - S/O Soria briefed and coming on duty with S/O Gilbert going off duty att.-/gt

History List

11/20/2014 11:45:37 PM	CC Officer SFMOMA CC	Open IR	Created
11/20/2014 11:45:41 PM	CC Officer SFMOMA CC	Open IR	Viewed
11/20/2014 11:54:38 PM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 05:52:57 AM	CC Officer SFMOMA CC	Open IR	Viewed
11/21/2014 05:54:00 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 06:18:09 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 07:02:01 AM	CC Officer SFMOMA CC	Open IR	Template Export test2 (PDF)
11/21/2014 07:04:24 AM	CC Officer SFMOMA CC	Open IR	Template Export (PDF)

Sample Incident Report



Incident Report  
1225 - Theft, General > \$950

Case ID 160205-3810

Status: Open IR  
Custom Status  
Priority:  
Created by  
Assigned to:  
Report Date/Time: 02/05/2016 01:58 PST  
Occurred on: 02/05/2016 00:55 PST  
Ended on: 02/05/2016 04:00 PST  
Last Modified on: 02/05/2016 04:21 PST

What	location?	HOA or THA?	THA Unit
Responding Agency	Police	Agency Name	Police
Officer Name		Agency/Department	Yes
Report Number	16-036-00153	report filed?	
Stolen Item Owned By	Thrd Party	Stolen Item Type	Other
Item Description	Two Ipads	Item Value	\$ 2000 USD

On 2/4/2016 at approximately 0030 hours, while working as a uniformed patrol officer in a marked patrol vehicle, I SO. Gentile received a call from a Tenant stating that there were kids outside in the alley of the [redacted] and that they appeared to be up to no good. The caller did not have very much information on the kids for she stated that it was dark outside. I informed the tenant that I would be enroute. I then contacted SO. Dunphy and informed him of the call and had him in route. I then drove through the alley and did not see anyone. I contacted SO. Dunphy and informed him that I did not see anyone and asked him to come and walk the area with me. SO. Dunphy and myself parked our vehicles in the alley behind [redacted] and began walking. We began walking in the court yard area in front of [redacted] at approximately 0053 hours, and were just about to turn the corner by [redacted] approximately 25 to 50ft away from our parked vehicles when we heard a huge bang. It sounded like a M80 firework that shot off. SO. Dunphy and myself turned around and went in between the houses. SO. Dunphy headed towards the vehicles and I headed towards the Street for I saw three persons who appeared to be between 16 and 18 years old wearing all black run in the southeast direction near the new construction houses. SO. Dunphy then yelled to me that they busted out his window and stole his iPad. I then called the Police as I kept a eye on the kids who continued to run towards the middle school. SO. Dunphy then informed me that they also broke into my vehicle by breaking out the window and also took my iPad. I noticed a Tribal Police officer searching the area and went and stood with my vehicle. Officer Smith then arrived and stated that we needed to do a report on line and gave the website to do so once we got our serial numbers for our Ipads and stated that would give us the case number. Officer Smith then departed. SO. Dunphy and myself then drove to [redacted] Street to grab a broom and put plastic over our windows. At approximately 0240 hours, we went back to the [redacted] Street to clean up the big pieces of glass when we noticed a casing to a 22 SO. Dunphy then said do you think that they shot our windows and I said I don't know and we continued to look for another casing. We only located one casing and after picking up most of the glass we headed back to [redacted] Street and in the light began looking through the vehicles. I then noticed a bullet hole through the center console of SO. Dunphy's vehicle and then woke in my vehicle and noticed a bullet hole through the glove department. I then contacted the Police back and let them know of the new information and they stated that they were sending Officer Smith back out and to wait for him. I then contacted our manager Frank Bedoya as well as Marty Cambell and Barbara Pearsall to let them know of the updated situation. Officer Smith then arrived at approximately 0312 hours, and contacted Forensics to come out to take pictures. Forensics then arrived and took pictures off of SO. Dunphy's vehicle to attempt to find the bullet and noticed that there was damage to some wiring from where the bullet hit. They were unable to locate the bullet in his vehicle. Forensics then took pictures of the damages in my vehicle and was able to collect the bullet that went through the glove department. Officer Smith stated that if we found another casing in the area of our vehicles to please give it to Officer Hayward. Officer Smith then left case number 16-036-00153 and a theft inventory list to turn in once we have the information on the Ipads. I have taken several pictures that I am unable to attach but will send them in a email nothing else to report at this time.

I hereby declare certly under penalty of perjury under the laws of the state of [redacted] belief RCW 9A 72 085

that the above statement is true to the best of my knowledge and

## 8. NO SUBCONTRACTORS

---

Cypress will not be using any subcontractors for the Public Works security program.

## 9. FINANCIAL RESOURCES

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Included with our proposal as a separate attachment are our three most current audited and confidential financial statements.




# 10. LICENSES AND CERTIFICATIONS


## PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
 478 TEHAMA ST  
 SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
 Partner - LLC CYPSEC  
 Partner - JONAS TEGNERUD  
 Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.

The license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
 Bureau of Security and Investigative Services  
 P.O. Box 989002  
 West Sacramento, CA 95798-9002  
 (916) 322-4000

--- POST IN PUBLIC VIEW ---

1204.CERT04L110216

Certifications and Licenses

Cypress team members hold numerous security certifications and licenses. Below is just a small sample of some of the certificates Cypress employees have earned.



Certificate of Membership

This certificate recognizes
Jonas Tegnerud
as a Member, denoting attainment in
the integrity and trust of the Security Profession
September, 2018

Michael T. Carron

[Signature]

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
JONAS TEGNERUD
has demonstrated a dedication to serve in times of crisis through continued
professional development and completion of the independent study course

Isaac
Active Shapers What You Can Do

[Signature]



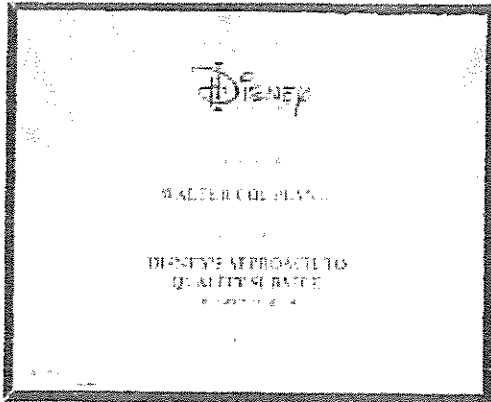
Emergency Management Institute



FEMA

THELMA BERBERGER
Isaac
Active Shapers What You Can Do

[Signature]



# 11. INSURANCE

FORM PW-15

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP is a subsidiary of Cypress LLC. Ken Kirtland, CEO

# 12. RECORDKEEPING

## WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA028)

FORM LW-9

### INSTRUCTIONS

The contractor selected through this RFP 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.

- 1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please blank out any personal information)

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

QUESTION

FORM LW-0

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**E. HOW PAYROLL IS PREPARED**

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

**6.5. 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).**

FORM LW-B

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

5 of 6



FORM LW-9

QUESTION


RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1 How is travel time during an employee's shift paid?
- 9.2 At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

Print Name:	Klaus Harbut, CEO	Company:	Cypress Private Security, LP
Signature:		Date:	12/31/18

8 of 6

Cypress – Form LW-9 Response

**Tracking Hours Worked**

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

**Reporting Time**

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

**Records of Actual Time Worked**

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
  - 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
  - 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
  - 3.3. The records are maintained on a daily basis.
  - 3.4. The scheduling manager and dispatchers create these records.
  - 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
  - 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
  - 3.7. Yes, they are used to document and complete payroll.
  - 3.8. See attachment.

**Other Records Used to Create Payroll**

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
  - 4.1. Records must be used and confirmed.
  - 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
  - 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
  - 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

**Breaks**

5. HOURS WORKED	10 MINUTE PAID
REST BREAKS	30 MINUTE UNPAID/PAID MEAL BREAKS
> 0 < 3½	0 0
> 3½ < 5	1 0
> 5 < 6	1 1
> 6 < 10	2 1
> 10 < 14	3 2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

- 7. N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

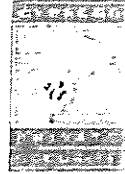
**Travel Time**

- 9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

- 10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

### DAILY ACTIVITY REPORT

Client:	Ventura Parks & Rec's	Date:	1/8/18
Location:	10801 Ventura Blvd Studio City, CA		

<input checked="" type="checkbox"/> Day Shift	Hours:	0700-1400
<input type="checkbox"/> Swing Shift	Officer:	[REDACTED]
<input type="checkbox"/> Grave Shift	Post:	Ventura Parks & Rec's

Equipment Received at Start of Shift

Key Binder - Phone
--------------------

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift

Signature: [Signature] Print Name: MARIA VARGAS

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Depletion (refill/change)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separate)
Hazard (identified)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TIME	DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL)	PAGE 1
	START OF SHIFT: [REDACTED]	
0700	Call department to reporting area of site for night class only. Start class in area.	
0700	Many cars left lot. Trash lying around different area of parking lot. Cart shopping in 3rd of U.S. 111	

CYP F110 Version 1.2 10-16-08

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



TIME	DAILY ACTIVITY REPORT (DAR)	PAGE 2
0800	1111 and highway patrol in 1111 lot regarding all business from site	
0800	1111 - 0810	
0800	1111 lot from 1st 1111 terminal	
0800	1111 lot	
0800	1111 lot	
1050	1111 lot	
1050	LUNCH BREAK	
1100	Few 0 1111 lot	
1200	1111 lot	
1200	Break - 1310	
SECOND 10 MINUTE BREAK	1111 lot	
1	1111 lot	
ENDED SHIFT	[REDACTED]	

F112 Version 1.2 11/1/18

CYPRESS SECURITY  
FIELD TIME SHEET

Employee: [Redacted] Week Start Date: 12/23/18  
 Name: Ventura, Ponkela, [Redacted] Supervisor: [Redacted]  
 Position: 122914 Enter the week ending: [Redacted]  
 SECURITY OFFICER  SUPERVISOR

Date mm/dd/yyyy	Start time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Differed from Schedule
Sunday									
Monday 12/24/18		SICK							
Tuesday 12/25/18		OFF							
Wednesday 12/26/18	0600	1010	1010	1400	8			8	
Thursday 12/27/18	0600	1010	1010	1400	8			8	
Friday 12/28/18	0600	1010	1010	1400	8			8	
Saturday									
Weekly Total									

Note days you work earlier or later than schedule.

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no print or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.

Site Emp. [Redacted] Signature Date: 12/26/18  
 Project Manager: [Redacted] Signature Date: 12/26/18  
 Office Use Only: ( ) EXEMPT | ( ) NON-EXEMPT

Cypress Private Security, LP

Cypress One West Drexel B East Mankler  
Post Code: Employee Name  
Security Date

**Scheduling Activity Report**  
Date Range: 12/23/18 - 12/28/18  
01/04/19 3:15:28 PM Page 3 of 2



Job #	Job Name	Roll-over Type	Wday Contract	Wday Contract	OT	PAY	OT	Rate	Hourly Type	Bill Rate	Invoice Description	Additional Description	Non Bill	Markup %
4216	Ventura PAR - DPW FF #70216	Carry Over	06:00 14:00	06:00 14:00	0.00	915.00	0.00	\$15.00	Direct/Regular	424.18	Regular Unarmed Officer			61.20%
			14:00 18:00	14:00 18:00	0.00	4.00	4.00	\$15.00	Direct/Regular	374.18	Regular Unarmed Officer			7.47%
			14:00 18:00	14:00 18:00	0.00	4.00	4.00	\$15.00	Direct/Regular	324.18	Regular Unarmed Officer			61.20%
			14:00 18:00	14:00 18:00	0.00	4.00	4.00	\$15.00	Direct/Regular	324.18	Regular Unarmed Officer			61.20%
			06:00 14:00	06:00 14:00	0.00	4.00	4.00	\$15.00	Direct/Regular	324.18	Regular Unarmed Officer			61.20%
			06:00 14:00	06:00 14:00	0.00	4.00	4.00	\$15.00	Direct/Regular	324.18	Regular Unarmed Officer			61.20%
			06:00 14:00	06:00 14:00	0.00	4.00	4.00	\$15.00	Direct/Regular	324.18	Regular Unarmed Officer			61.20%
4214	Ventura PAR - DPW FF #70216	Position Filled	Hours Billed	Hours Non Bill	Hours Paid	Hours Billed	Hours Non Bill	Hours Paid		OT %	App Rate	Dollars	Percent	Markup %
			48.00	48.00	48.00	4.00	44.00	48.00	48.00	6.33%	\$24.18	\$1,160.64	64.62%	64.62%
						4.00	44.00	48.00	48.00	6.33%	\$15.63	\$750.00	64.62%	64.62%
			Job Totals	Hours Billed	Hours Non Bill	Hours Paid	Hours Billed	Hours Non Bill	Hours Paid	OT %	App Rate	Dollars	Percent	Markup %
				48.00	48.00	48.00	4.00	44.00	48.00	6.33%	\$24.18	\$1,160.64	64.62%	64.62%
				48.00	48.00	48.00	4.00	44.00	48.00	6.33%	\$15.63	\$750.00	64.62%	64.62%
			Description	Quantity	Unit of Measure	Rate	Dollars	Percent	Markup %					
			Regular Unarmed Officer	48.00	Hours	\$24.18	\$1,160.64	64.62%	64.62%					
			Grand Total	48.00		\$24.18	\$1,160.64	64.62%	64.62%					
			Hours Billed	48.00		\$24.18	\$1,160.64	64.62%	64.62%					
			Hours Non Bill	48.00		\$24.18	\$1,160.64	64.62%	64.62%					
			Hours Paid	48.00		\$24.18	\$1,160.64	64.62%	64.62%					

Company Totals

Cypress Private Security, LP

Employee #'s Listed: Range Entered



**Scheduling Report by Employee**

**Dates: 12/23/18 To 12/29/18**

01/04/19 3:16:22 PM

Page 1 of 1

Employee # Date	Employee Name Job # Job Name	Post Description	Rollover Type	Shift Code	Carry Over	In	Out	Lunch	Hours
12/25/18	4214 Ventura P&R - DPW FF # Unarmed Officer			Day 1	06:00	14:00	06:00	14:00	0.00 8.00
12/27/18				Day 1	06:00	14:00	06:00	14:00	0.00 8.00
12/28/18				Day 1	06:00	14:00	06:00	14:00	0.00 8.00
<b>Employee Totals</b>									24.00
<b>Grand Totals</b>									24.00



Cypress Private Security, LP

Date Range: 12/23/18 to 12/29/18

Maximum Security Level 5

Emp # Employee Name

Date Daily Total Hours



**Timekeeping Report**  
Hours by Employee

01/09/19 3:13:34 PM Page 1

Date	Daily Total Hours	In	Out	Lunch	Pay Rate	Hours Type	Job #	Job Description	Ovt Hours	Ovt Rate	Ovt Dollars	Del Hours	DT Dollars
12/24/18	8.00	06:00	14:00	0.00	\$15.00	Direct/Sick	4214	Ventura P&R - DPW FF #7821	0.00	\$0.00	\$0.00	0.00	\$0.00
12/26/18	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura P&R - DPW FF #7821	0.00	\$0.00	\$0.00	0.00	\$0.00
12/27/18	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura P&R - DPW FF #7821	0.00	\$0.00	\$0.00	0.00	\$0.00
12/28/18	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura P&R - DPW FF #7821	0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Total Hours:</b>													
									32.00		\$480.00	0.00	\$0.00



Cypress Private Security, LP  
471 Taberna Street

San Francisco CA 94102

(415) 233-1999

Check Date: 01/09/19  
Check #:

Pay Period: 12/29/18 THRU 1/2/19

HOURS AND EARNINGS		NON-TAX COMPENSATIONS		TAXES			
Pay Type	Hourly	Rate	Hours	Amount	Description	Rate	YTD
Regular		14.00	24.00	336.00			
OT		14.00	8.00	112.00			
<b>TOTAL</b>				<b>448.00</b>			
<b>TAXABLE COMPENSATIONS</b>							
<b>TOTAL</b>				<b>448.00</b>			
<b>NON-TAX DEDUCTIONS</b>							
<b>TOTAL</b>				<b>0.00</b>			
<b>TOTAL TAXABLE COMPENSATIONS</b>				<b>448.00</b>			
<b>TAXES</b>							
<b>TOTAL</b>				<b>72.25</b>			
<b>TOTAL NET PAY</b>				<b>375.75</b>			

Payroll Check  
Exp. No.:

01/04/19

NON NEGOTIABLE

# 13. FORMS LIST

## TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
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	[INTENTIONALLY LEFT BLANK]
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	RFP SOLICITATION REQUIREMENTS REVIEW TRANSMITTAL FORM (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE
PW-17	COMPLIANCE WITH COUNTY'S ZERO-TOLERANCE HUMAN TRAFFICKING POLICY
PW-18	COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
PW-19	PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS

## LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (Submit only if requesting an exemption, submit at least seven days before due date for Proposals.)

- LW-3 LIVING WAGE RATE ANNUAL ADJUSTMENTS
- LW-4 ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 [INTENTIONALLY LEFT BLANK]
- LW-8 STAFFING PLAN AND COST METHODOLOGY
- 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. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

**DATE:** December 27, 2018 **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: Security Services for Various Public Works Field Locations (2018-PA026)

**DECLARANT INFORMATION**

3. Name of Declarant: Kes Narbutas

4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Chief Executive Officer

**PROPOSER INFORMATION**

6. Proposer's full legal name: Cypress Private Security, LP Telephone No.: 415-946-4102  
 Physical Address (NO P.O. BOX): 9926 Pioneer Blvd, Suite 106 | Santa Fe Springs, CA 90670 Mobile No.: 415-760-8116  
 e-mail: ccunningham@cypress-security.com Fax No.: 415-352-1910  
 County WebVan No.: 14881501 IRS No.: Business License No.: 0002905045-0001-8

7. Proposer's fictitious business name(s) or dba(s) (if any): Cypress Private Security  
 County(s) of Registration: San Francisco State: CA Year(s) became DBA: 1996

8. The Proposer's form of business entity is a (CHECK ONLY ONE):

Sole proprietor Name of Proprietor: \_\_\_\_\_

Corporation: Corporation's principal place of business: \_\_\_\_\_  
 State of Incorporation: \_\_\_\_\_ Year Incorporated: \_\_\_\_\_

Non-profit Corporation certified under IRS 501(c)3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: \_\_\_\_\_ Secretary: \_\_\_\_\_

General Partnership: Names of partners: \_\_\_\_\_

A Limited Partnership: Name of general partner: CypSec, LLC

A Joint Venture of: Names of joint venturers: \_\_\_\_\_

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): Kes Narbutas	Title: Chief Executive Officer	Phone: 415-240-4500	Fax: 415-352-1910
Street: 478 Tehama Street	City: San Francisco	State: CA	Zip: 94103
Name(s): Jonas Tegnerud	Title: Chief Operating Officer	Phone: 415-240-4502	Fax: 415-352-1910
Street: 478 Tehama Street	City: San Francisco	State: CA	Zip: 94103

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  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?  No  Yes If yes, please list the other name(s): Cypress Security, LLC  
 Name(s): \_\_\_\_\_ Year of name change: 2018  
 Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger?  No  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 make these representations and all representation in this proposal based on information that they are true and correct to the best of my knowledge.

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: *[Signature]* Date: 12/28/18

Type name and title: Kes Narbutas, Chief Executive Officer

Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM PW-2


**SCHEDULE OF PRICES  
FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**PLEASE NOTE:** The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://dpw.lacounty.gov/brcd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

**IMPORTANT:** Every Service Location Group will be evaluated and awarded independently. Your proposal must clearly specify which Service Location Group(s) your firm is submitting proposals for.

- The County intends to award six separate service Contracts to six separate service location Groups; however, proposers are not required to submit bids for all of the service location Groups solicited through this RFP. Proposers need only submit bid proposals for the specific service location Group(s) for which they intend to offer work. Each service location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective service location Group. Proposers must indicate which service location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G for the service location group(s) as follows:

PROPOSER BID(S)	SERVICE LOCATIONS GROUP	SCHEDULE OF PRICES
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP A-1:</b> Stormwater Maintenance Group – North Area	PW-2.1A (North) to PW-2.4A (North)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP A-2:</b> Stormwater Maintenance Group – South Area	PW-2.1A (South) to PW-2.4A (South)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP B:</b> Transportation Services Group	PW-2.1B to PW-2.4B
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP C:</b> Programs Development Group	PW-2.1C to PW-2.4C
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP D:</b> Operational Services Group	PW-2.1D to PW-2.4D
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP E:</b> Public Health Facilities Group	PW-2.1E to PW-2.4E

LEGAL NAME OF PROPOSER Cypress Private Security, LP SIGNATURE OF PROPOSER  PRIVATE PATROL OFFICER STATE CONTRACTOR'S LICENSE NUMBER #120221 E-MAIL knarbutas@cypress-security.com	TITLE OF AUTHORIZED PERSON Chief Executive Officer DATE 12/28/18 BUSINESS TELEPHONE 415-240-4500 HOME TELEPHONE 415-722-2600 PROPOSER'S ADDRESS 9926 Pioneer Blvd, Suite 106 Santa Fe Springs, CA 90670
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**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

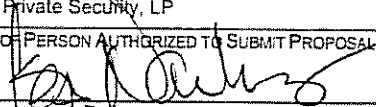
**GROUP A-1: Stormwater Maintenance Group – North Area, As shown on Exhibit G, Figure A-1**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1A (North), for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	\$ 29.04 /hr.	12,712	\$369,156.48
2.	Security Officer (Unarmed)	\$ 27.05 /hr.	9,320	\$252,106.00
3.	Sergeant (Armed)	\$ 30.00 /hr.	500	\$15,000.00
4.	Lieutenant (Armed)	\$ 31.61 /hr.	500	\$15,805.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$652,067.48</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

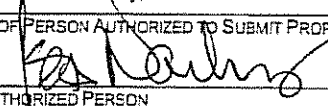
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 30.21</u> /hr.	<u>12,712</u>	\$384,029.52
2.	Security Officer (Unarmed)	<u>\$ 28.14</u> /hr.	<u>9,320</u>	\$262,264.80
3.	Sergeant (Armed)	<u>\$ 31.20</u> /hr.	<u>500</u>	\$15,600.00
4.	Lieutenant (Armed)	<u>\$ 32.87</u> /hr.	<u>500</u>	\$16,435.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b><u>\$678,329.32</u></b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		



**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

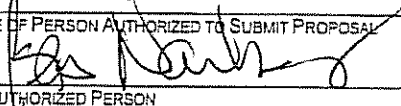
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	\$ 31.41 /hr.	12,712	\$399,283.92
2.	Security Officer (Unarmed)	\$ 29.26 /hr.	9,320	\$272,703.20
3.	Sergeant (Armed)	\$ 32.45 /hr.	500	\$16,225.00
4.	Lieutenant (Armed)	\$ 34.19 /hr.	500	\$17,095.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$705,307.12</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

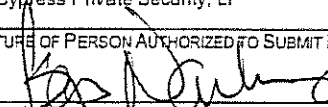
**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)  
GROUP A-1: Stormwater Maintenance Group – North Area, As shown on Exhibit G, Figure A-1**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4A (North), for Term 4 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 32.67 /hr.</u>	<u>12,712</u>	\$415,301.04
2.	Security Officer (Unarmed)	<u>\$ 30.43 /hr.</u>	<u>9,320</u>	\$283,607.60
3.	Sergeant (Armed)	<u>\$ 33.74 /hr.</u>	<u>500</u>	\$16,870.00
4.	Lieutenant (Armed)	<u>\$ 35.56 /hr.</u>	<u>500</u>	\$17,780.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>733,558.64</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

FORM PW-3

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: Cypress Private Security, LP
Company Address: 9926 Pioneer Blvd Suite 106
City: Santa Fe Springs State: CA Zip Code: 90670
Telephone Number: 1-866-345-1277
(Type of Goods or Services): Security Guard Services

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts...
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...
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: Kes Narbutas Title: Chief Executive Officer
Signature: [Handwritten Signature] Date: 12/31/18

Printed Name: Kes Narbutas, Title: CEO By: Kes Narbutas, CEO

FORM FW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works - Security Services (2018-PA026)  
 SERVICE BY PROPOSER: Cypress Private Security, LP  
 PROPOSAL DATE: 01/09/2019

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

	2013	2014	2015	2016	2017	Current Year to Date	Total
1. Number of contracts	72	67	72	75	78	83	447
2. Total dollar amount of Contracts (in thousands of dollars)	26,334	24,487	27,634	40,517	41,111	(Nov) 40,496	205,013
3. Number of fatalities	0	0	0	0	1	1	2
4. Number of lost workday cases	21	41	11	14	13	23	123
5. Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	3	0	0	1	4
6. Number of lost workdays	31	28	407	Over 25	Over 12	Over 24	527 +

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.

Kes Narbutas, CEO  
 Name of Proposer or Authorized Agent (print)

*[Signature]*  
 Signature of \_\_\_\_\_  
Cypress Private Security LP by CYPRESS LLC by Kes Narbutas, CEO

12/31/18  
 Date



**In Reference to:** RFP 2018-PA026  
Security Services for Various Public Works Field Locations

Dear Mr. Medina,

Cypress Private Security, LP (CPS) is providing the Los Angeles County Department of Public Works with this letter including two statements describing the fatalities.

**Statement 1:**

On June 23, 2018, at approximately 0200 hours, Quality Control Manager (QCM) [REDACTED] was conducting an after-hours patrol check, when he was feeling sick and went inside one of the restrooms. [REDACTED] collapsed and was found deceased inside the restroom. The cause of death was report by police to be of natural causes.

Eugene Abellon  
Branch Manager, San Jose Branch

---

**Statement 2:**

On November 12, 2017, Security Officer [REDACTED] was assaulted while challenging a trespassing suspect and protecting a client employee. Officer [REDACTED] later succumbed to his injuries. The perpetrator was arrested and charged with murder.

Jason Berckart  
Area Vice President - Southwest Region  
Cypress Private Security

Sincerely,

Carl Cunningham  
Business Development Manager

Cypress Private Security  
478 Tehama Street  
San Francisco, CA 94103  
Direct: (415) 946-4102

FORM PW-6

**PROPOSER'S REFERENCE LIST**

PROPOSER NAME: Cypress Private Security, LP

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works Security Services

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

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

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

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 4/2015 - present
AGENCY/ FIRM: Port of Oakland	
ADDRESS: 651 Maritime St, Oakland, CA 94607	
CONTACT: Troy Hosmer, Port Facilities Security Officer	
TELEPHONE: (510) 627-1303	
FAX:	
E-MAIL: thosmer@portoakland.com	

SERVICE: Armed and Unarmed Security	SERVICE DATES: 9/2015-11/2018
AGENCY/ FIRM: The Housing Authority of the City of Los Angeles (HACLA)	
ADDRESS: 2020 Wilshire Blvd, 4th floor Los Angeles, CA 90067	
CONTACT: Patricia McLaughlin, Title Contract Manager	
TELEPHONE: Office: 213-282-4713   Cell: 213-289-5371	
FAX:	
E-MAIL: Patricia.McLaughlin@haccla.org	

SERVICE: Unarmed Security	SERVICE DATES: 10/29/2012 - Present
AGENCY/ FIRM: Alameda-Contra Costa Transit District (AC Transit)	
ADDRESS: 1820 Franklin Road Oakland, CA 94612	
CONTACT: Gary D. Jackson - Protective Services Manager, AC Transit	
TELEPHONE: Work: 510-291-4757	
FAX:	
E-MAIL: Jackson@actransit.org	

SERVICE: Unarmed Security	SERVICE DATES: 01/2012 - Present
AGENCY/ FIRM: Redondo Beach Transit Center	
ADDRESS: 415 Diamond Street Redondo Beach, CA 90277	
CONTACT: Joyce Rooney, Transit Operations and Transportation Facilities Manager	
TELEPHONE: Tel 310-318-0810 ext. 2670	
FAX: Fax 310-437-8621	
E-MAIL: Joyce.Rooney@redondotc.org	


FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Cypress Private Security, LP
Address	9926 Pioneer Blvd. Suite 106   Santa Fe Springs, CA 90670
Internal Revenue Service Employer Identification Number	

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 antidiscrimination 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	Cypress Private Security, LP
Authorized representative	Kes Narbutas, CEO
Signature	
	Date 12/31/18

Cypress Private Security, LP By Cypress, LLC By Kes Narbutas, CEO

FORM PW-8

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FORM PW-9

**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 Cypress Private Security, LP County Webven No. \_\_\_\_\_  
 Print Name Kes Narbuis Title: Chief Executive Officer  
 Signature: [Handwritten Signature] Date: 12/31/18  
Cypress Private Security, LP LLC By Kes Narbuis, CEO

\_\_\_\_\_  
 Reviewer's Signature      Approved      Disapproved      Date

FORM PW-9  
(Continued)

All proposers responding to this RFP must complete and submit this form for proper consideration of their proposal.

FIRM NAME: Cypress Private Security, LP

My County (WebVen) Vendor Number: 14881501

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): 1,700

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			24	8	316	341
Hispanic/Latino			14	6	207	176
Asian or Pacific Islander			6	4	63	31
American Indian			2	0	7	3
Filipino			8	2	58	37
White	2		6	6	193	178

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


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

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.

 Cypress Private Security, LP  
 By: Cypress LLC By: Res.Namulala CEO Title: Chief Executive Officer Date: 12/31/18

1018

FORM PW-10

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](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

Proposer shall complete all 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	Cypress Private Security LP By <u>Cypress, LLC By: Ken Marcus, CEO</u>	Title	Chief Executive Officer
Firm Name	Cypress Private Security, LP	Date	12/31/18

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Cypress Private Security, LP  
Company Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670  
Address

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

Proposer or Contractor has examined its activities and determined that it does not currently 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 comply with them in a timely manner and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

YES  NO

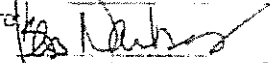
-OR-

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

YES  NO

Name: Kes Narbutas

Title: CEO

Signature: 

Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM PW-13

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Cypress Private Security, LP

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: Security Guard	TERMINATING DATE: 10/2018
NAME OF TERMINATING FIRM City of Lynwood	
ADDRESS OF FIRM 11330 Bullis Road Lynwood, CA 90262	
CONTACT PERSON: Mark Flores	
TELEPHONE: 310-603-0220 x319	
FAX:	
E-MAIL: mflores@lynwood.ca.us	

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  LP By: Ken Harbeck CEO

DATE: 12/31/18

FORM PW-14

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security, LP

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.

Please see attached pages

A.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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B.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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Signature of Proposer: [Signature] Date: 12/31/18

Cypress Private Security LP by CypSec, L.C.P., Inc. Montreal, QCE

FORM PW-15

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

Cypress Private Security, LP

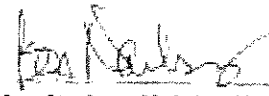
Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Ken Hurlbut, CEO

FORM PW-16

PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE

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.

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.

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: Mes N. Matus

Signature: 

Cypress Private Security, Inc. CypSec, LLC By: Mes N. Matus, CEO

Title: Chief Executive Officer

Date: 12/31/18



FORM PW-17

COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

Company Name: Cypress Private Security, LP

Company Address: 9926 Pioneer Blvd. Suite 106

City: Santa Fe Springs State: CA Zip Code: 90670

Telephone Number: 1-866-345-1277 Email Address: info@cypress-security.com


Solicitation/Contract for (2018-PA026) Security 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 the 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: <u>Ken Narbutas</u>	Title: <u>Chief Executive Officer</u>
Signature:  <small>Cypress Private Security, LP By: CypSec, LLC By: Ken Narbutas, CEO</small>	Date: <u>12/31/18</u>

FORM PW-1B

**COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**


Company Name: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd, Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277	Email Address: info@cypress-security.com	
Solicitation/Contract for (2018-PA026) Security		Services

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: Kes Narbutas	Title: Chief Executive Officer
Signature:  Cypress Private Security LP by CypSec, LLC B. Narbutas, CEO	Date: 12/31/18

FORM PW-19

**PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

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

*Important Note: Information on this form is subject to verification and may not be used for scoring purposes.*

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements. Including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

- Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. Please complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	02/20/2018 to 02/29/2020	120221	23

No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. Please complete the chart below:

Proposer's Name	Dates of Experience (Month/Yr. -to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	05/1996 to present	Security guard and workforce management services	24, 140 20-22

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

FORM PW-19  
(Continued)

3. Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising security operations.

Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Dates of Experience (Month/Yr. -to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Felix Guerrero	10/2000 to present	Security Manager	12

No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

4. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guaranty. Subcontractors will not be allowed to fulfill this requirement.

Yes. Proposer submits the required Bid Guaranty as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guaranty is included: Included as an attachment

No. Proposer does not submit the required Bid Guaranty as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.

Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.

No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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.

Cypress Private Security, LP, CypSec LLC By Ken Harbison, CEO  
 Signature: [Signature] Title: Chief Executive Officer  
 Firm Name: Cypress Private Security, LP Date: 12/31/18

FORM LW-3

**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:

<u>Effective Date</u>	<u>Hourly Rate</u>
<u>January 1, 2018</u>	<u>\$15.00</u>
<u>January 1, 2019</u>	<u>\$15.79</u>
<u>January 1, 2020</u>	Per CPI

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, 2018, and will end September 30, 2019, 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

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:

[X] 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:

[X] The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.050), 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

[X] 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

[X] 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):

[X] 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 Authorized Signature: [Signature] Print Name and Title: Kes Narbutas, CEO
Print Name of Firm: Cypress Private Security, LP Date: 12/31/18

Cypress Private Security LP By: Cypress LLC By: Kes Narbutas, CEO

FORM LW-6

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 Did Not Fully Disclose
<p><b>MAJOR</b></p> <p>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><b>SIGNIFICANT</b></p> <p>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><b>MINOR</b></p> <p>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><b>INSIGNIFICANT</b></p> <p>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><b>NONE</b></p> <p>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 2.202.03D sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

GUIDELINES FOR ASSESSMENT OF PROPOSER\_ 7/25/01

FORM LW-7

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**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.13	\$ 40,974.96	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	88	4576			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8						8	16	832	\$17.13	\$ 14,252.16	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	42	2184			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$16.11	\$ 20,105.28	
• Unarmed Security Officer (2)	6					6	6	18	936	\$16.11	\$ 15,078.96	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	118	6136			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$16.11	\$ 46,912.32	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$16.11	\$ 38,535.12	
• Unarmed Security Officer (3)	8						8	16	832	\$16.11	\$ 13,403.52	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$17.13	\$	34,260.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.11	\$	16,110.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$18.91	\$	9,455.00
Comments/Notes:									<b>Total Salaries</b>	\$	<b>386,251.76</b>	
									(1) Vacations, Sick Leave, Holiday	\$	32,680.29	
									(2) Health Insurance	\$	21,301.27	
									(3) Payroll Taxes & Workers' Compensation	\$	62,019.39	
									(4) Welfare and Pension	\$	2,599.95	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>118,600.90</b>	
									(5) Equipment Costs	\$	31,276.98	
									(6) Service and Supply Costs	\$	73,409.51	
									(7) General and Administrative Costs	\$	23,155.46	
									(8) Profit	\$	19,372.87	
								<b>Total Other Costs (5+6+7+8)</b>	\$	<b>147,214.82</b>		
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>652,067.48</b>	

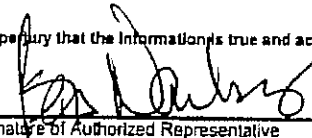
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP

Kes Narbutas



Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	118	8138			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	88	4576			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8						8	16	832	\$17.81	\$ 14,817.92	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	42	2184			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$16.75	\$ 20,904.00	
• Unarmed Security Officer (2)	6					6	6	18	936	\$16.75	\$ 15,678.00	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	118	8136			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$16.75	\$ 48,776.00	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$16.75	\$ 40,066.00	
• Unarmed Security Officer (3)	8						8	16	832	\$16.75	\$ 13,936.00	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$17.81	\$	35,620.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.75	\$	16,750.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$19.67	\$	9,835.00
Comments/Notes:										<b>Total Salaries</b>	\$	<b>401,595.72</b>
										(1) Vacations, Sick Leave, Holiday	\$	33,997.51
										(2) Health Insurance	\$	22,153.32
										(3) Payroll Taxes & Workers' Compensation	\$	64,500.16
										(4) Welfare and Pension	\$	2,703.53
										<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>123,344.52</b>
										(5) Equipment Costs	\$	32,528.06
										(6) Service and Supply Costs	\$	76,345.89
										(7) General and Administrative Costs	\$	24,081.67
										(8) Profit	\$	20,433.46
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>153,389.08</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>678,329.32</b>

\* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	<b>88</b>	<b>4576</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8						8	16	832	\$18.52	\$ 15,408.64	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	<b>42</b>	<b>2184</b>			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$17.42	\$ 21,740.16	
• Unarmed Security Officer (2)	6					6	6	18	936	\$17.42	\$ 16,305.12	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.42	\$ 50,727.04	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.42	\$ 41,668.64	
• Unarmed Security Officer (3)	8						8	16	832	\$17.42	\$ 14,493.44	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$18.52	\$	37,040.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$17.42	\$	17,420.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$19.24	\$	9,620.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$20.45	\$	10,225.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>417,625.64</b>	
									(1) Vacations, Sick Leave, Holiday	\$	35,347.01	
									(2) Health Insurance	\$	23,039.46	
									(3) Payroll Taxes & Workers' Compensation	\$	67,080.17	
									(4) Welfare and Pension	\$	2,811.67	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>128,278.31</b>	
									(5) Equipment Costs	\$	33,829.19	
									(6) Service and Supply Costs	\$	79,399.72	
									(7) General and Administrative Costs	\$	25,044.94	
									(8) Profit	\$	21,129.32	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>159,403.17</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>705,307.12</b>	

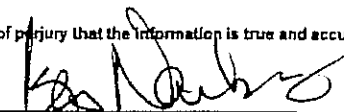
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP A-1: Stormwater Maintenance Group - North Area**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>EATON YARD</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$19.26	\$ 46,069.92	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>HANSEN YARD</b>	24	8	8	8	8	8	24	88	4576			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8						8	16	832	\$19.26	\$ 16,024.32	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>PACOIMA DAM</b>	14	0	0	0	0	14	14	42	2184			
• Unarmed Security Officer (1)	8					8	8	24	1248	\$18.12	\$ 22,613.76	
• Unarmed Security Officer (2)	6					6	6	18	936	\$18.12	\$ 16,960.32	
<b>PACOIMA / HANSEN, ET. AL. PATROLS</b>	24	14	14	14	14	14	24	118	6136			
• Unarmed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.12	\$ 52,765.44	
• Unarmed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.12	\$ 43,343.04	
• Unarmed Security Officer (3)	8						8	16	832	\$18.12	\$ 15,075.84	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	2000	\$19.26	\$	38,520.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$18.12	\$	18,120.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 434,351.52</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 36,760.89	
										(2) Health Insurance	\$ 23,961.03	
										(3) Payroll Taxes & Workers' Compensation	\$ 69,763.38	
										(4) Welfare and Pension	\$ 2,924.14	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 133,409.44</b>	
										(5) Equipment Costs	\$ 35,182.35	
										(6) Service and Supply Costs	\$ 82,575.71	
										(7) General and Administrative Costs	\$ 26,046.74	
										(8) Profit	\$ 21,992.88	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 165,797.68</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 733,558.64</b>	

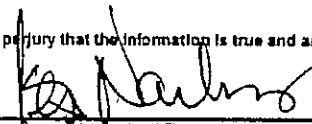
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

FORM LW-9

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**INSTRUCTIONS**

The contractor selected through this RFP 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.**

- 1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please blackout any personal information).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**E. HOW PAYROLL IS PREPARED**

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. 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).



FORM LW-2

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

9.1. How is travel time during an employee's shift paid?

9.2. At what rate is such travel time paid if the employee has multiple wage rates?

9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:

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.

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.

10. OVERTIME

10.1 How does the Proposer calculate overtime wages?

10.2. What if the employee has multiple wage rates?

Preparer:	Ken Harbuto, CEO	Company:	Cypress Private Security, LP
Signature:		Date:	12/31/18

Cypress – Form LW-9 Response

**Tracking Hours Worked**

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

**Reporting Time**

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

**Records of Actual Time Worked**

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

**Other Records Used to Create Payroll**

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

**Breaks**

5. HOURS WORKED	10 MINUTE PAID	
REST BREAKS	30 MINUTE UNPAID/PAID	MEAL BREAKS
> 0 < 3½	0	0
> 3½ < 5	1	0
> 5 < 6 1	1	
> 6 < 10	2	1
> 10 < 14	3	2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

7. N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

9. Travel time is based on the company's policies and procedures.
  - 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
  - 9.2. The rate is paid as indicated in the post orders and employee handbook.
  - 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
  - 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
  - 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

DAILY ACTIVITY REPORT

Client: [Redacted] Date: 1/6/19  
 Location: [Redacted]

Day Shift: [ ]  
 Evening Shift: [ ]  
 Grave Shift: [ ]  
 Status: [Redacted]  
 Officer: [Redacted]  
 Post: Vantage Park & Parkis

Equipment Received at Start of Shift  
 1 Key Binder 1 Phone

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift  
 Signature: [Redacted] Print Name: [Redacted]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Trouble
Breakage	Loss (equipment)	Threatening
Complaints	Malfunction	Usage/Depletion (not recharge)
Fire	Obstruction	Violence
Flood	Response by Authorities	Violence (unintended weapons)
Hazard (identified)	Theft	Waste of power/resources etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TITLE: DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1  
 START OF SHIFT: [Redacted] on duty  
 to reporting removal of [Redacted]  
 work area only  
 some items in car  
 FIRST 10 MINUTE BREAK  
 0700. [Redacted] came left  
 trash lying area  
 of parking lot car event area  
 in 3 of [Redacted]

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



TIME	DAILY ACTIVITY REPORT (DAR)	PAGE 2
0800	<p>0800 - 0810 Break</p> <p>0810 - 0830 [unclear]</p> <p>0830 - 0845 [unclear]</p>	
0845	<p>0845 - 0900 [unclear]</p> <p>0900 - 0915 [unclear]</p>	
0915	<p>0915 - 0930 [unclear]</p> <p>0930 - 0945 [unclear]</p>	
0945	<p>0945 - 1000 [unclear]</p> <p>1000 - 1015 [unclear]</p>	
1015	<p>1015 - 1030 [unclear]</p> <p>1030 - 1045 [unclear]</p>	
1045	<p>1045 - 1100 Break</p> <p>1100 - 1115 [unclear]</p>	
1115	<p>1115 - 1130 [unclear]</p> <p>1130 - 1145 [unclear]</p>	
1145	<p>1145 - 1200 [unclear]</p>	

110 10 12 10 10

CYPRESS SECURITY

FIELD TIME SHEET

Employee: [Redacted] Week Start Date: 12/23/18  
 Work Site: Ventura Boulevard, Encinitas, CA 92024  
 Enter the week ending: 12/29/18  
 SECURITY OFFICER  SUPERVISOR

Job Title	Date mm/dd/yyyy	Start time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Different Bsn Schedule
Ventura	12/24/18		SICK							
Ventura	12/25/18		OFF							
Ventura	12/26/18	0600	10:00	10:00	1400	8			8	
Ventura	12/27/18	0600	10:00	10:30	1400	8			8	
Ventura	12/28/18	0600	10:00	10:30	1400	8			8	
	Saturday									
Weekly Total										

Note: days you work outside of labor Bsn schedule.

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.

Employee: [Redacted] Signature Date: 12/26/18  
 Supervisor: [Redacted] Signature Date: [Redacted]  
 Office Use Only:  EXEMPT  NON-EXEMPT

**Cypress Private Security, LP**

Group By: Post Descr & Emp/Number  
 First Sort: Employee Name  
 Second Sort: Date

**Scheduling Activity Report**  
 Date Range: 12/23/18 - 12/29/18  
 01/04/19 3:15:28 PM Page 1 of 2



Job #	Job Name	Reliever Type	Why Contract	Reg Hours	In	Out	Lunch Hours	OT Hours	Why Contract	OT Rate	Pay Rate	Rate	Hours Type	OT %	Avg Rate	Dollars	Percent	Additional Description	Man Bill	Markup %
4214	Ventura PAR - DPW FF #78216	Unarmed Officer																		
<b>Post Description</b>																				
George Magesyan																				
	Mo	12/24/18		06:00	14:00			8.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
	We	12/24/18		14:00	18:00			4.00		\$22.50			Direct/Regular		\$24.18	Regular Unarmed Officer				7.47%
	We	12/26/18		14:00	18:00			4.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
	Th	12/27/18		14:00	18:00			4.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
	Fr	12/28/18		14:00	18:00			4.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
<b>Post Description</b>																				
Marta Vozelko																				
	We	12/26/18		06:00	14:00			8.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
	Th	12/27/18		06:00	14:00			8.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
	Fr	12/28/18		06:00	14:00			8.00		\$15.00			Direct/Regular		\$24.18	Regular Unarmed Officer				61.20%
4214	Ventura PAR - DPW FF #78216	Position Total						24.00		0.00										
<b>Summary</b>																				
Ventura PAR - DPW FF #78216																				
Job Totals																				
Hours Billed: 48.00																				
Hours Non Bill: 48.00																				
Hours Paid: 44.00																				
Description: Regular Unarmed Officer																				
Billing Recaps:																				
Normal																				
Total:																				
Reg Hrs: 48.00																				
OT Hrs: 4.00																				
Add'l Description:																				
Quantity: 48.00																				
Unit of Measure: Hours																				
Dollars: \$1,180.64																				
Percent: 64.82%																				
Expenses: \$3,180.64																				
Target Pay Rate: \$15.00																				
Company Totals																				



Cypress Private Security, LP

Employee #'s Listed: Range Entered



Scheduling Report by Employee

Dates: 12/23/18 To 12/29/18

01/04/19 3:16:22 PM

Page 1 of 1

Employee #	Employee Name	Post Description	Rollover Type	Shift Code	Carry Over	In	Out	Lunch Hours
Date	Job #	Job Name						
12/26/18	4214	Ventura P&R - DPW FF # Unarmed Officer		Day 1 06:00 14:00		06:00	14:00	0.00 8.00
12/27/18				Day 1 06:00 14:00		06:00	14:00	0.00 8.00
12/28/18				Day 1 06:00 14:00		06:00	14:00	0.00 8.00
<b>Employee Totals</b>								24.00
<b>Grand Totals</b>								24.00

**Cypress Private Security, LP**

Date Range: 12/23/18 To 12/28/18

Headcount Security Level 5

Emp # Employees Name

**Timekeeping Report**  
Hours by Employee

01/04/19 3:13:34 PM Page 1



Date	Day	Total Hours	In	Out	Lunch	Pay Rate	Hours Type	Job #	Dollars	Job Description	Ovt Hours	Ovt Rate	Ovt Dollars	Dbl Hours	Dbl Rate	Dbl Dollars	WT #
<b>Total Hours: 32.00</b>																	
12/24/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Sick	4214	\$480.00	Ventura PAR - DPW FF #7821	0.00	\$0.00	\$0.00	0.00			\$0.00
12/26/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214		Ventura PAR - DPW FF #7821							
12/27/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214		Ventura PAR - DPW FF #7821							
12/28/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214		Ventura PAR - DPW FF #7821							



Cypress Private Security, LP  
474 Tabern Court

Statement of Earnings

San Francisco CA 94108

(415) 233-1700

Check Date:  
01/04/19

Check #: [REDACTED]

Pay Period: 12/22/2018 THRU 12/28/2018

Employee #: 00029

HOURS AND EARNINGS						NON-TAX COMPENSATIONS			TAXES				
Description	Pay Type	Hours	CURRENT		YTD		Description	The Period	YTD	Description	The Period	YTD	
			Rate	Hours	Amount	Hours							Amount
Regular			14.00	14.00	140.00	34.00	280.00				Federal YTD	12.50	32.50
Oth			14.00	0.00	120.00	0.00	120.00				FICA	27.48	27.48
											Medicare	0.43	0.43
											CA YTD	1.58	1.58
											CA State Disability	0.13	0.13
<b>Total</b>												<b>72.14</b>	<b>72.14</b>
TAXABLE COMPENSATIONS						NON-TAX DEDUCTIONS			OTHER INFORMATION				
Description	Rate	Hours	CURRENT		YTD		Description	The Period	YTD	Description	12/22/2018	YTD Thru 12/28/2018	
			Rate	Hours	Amount	Hours							Amount
												CA Sick Leave	
												Baggage	0.00
												Airfare	0.00
												Union	-0.00
												Health Cost	0.00
												Aftermarket	0.00
												Autos (Over 33)	1.00
												Total Amount	0.00
<b>Total</b>												<b>07.00</b>	<b>07.00</b>
TAXABLE DEDUCTIONS													
Description	Rate	Hours	CURRENT		YTD		Description	The Period	YTD				
			Rate	Hours	Amount	Hours				Amount			
<b>REPORT/NOT RELEVANT</b>													
	<b>Gross Earnings</b>					<b>Gross</b>			<b>Other Deductions</b>		<b>Net Pay</b>		
	442.00					442.00			72.14		370.11		
<b>YTD</b>	<b>442.00</b>					<b>442.00</b>			<b>72.14</b>		<b>370.11</b>		

Payroll Check  
Exp. No.: [REDACTED]

01/04/19



NON NEGOTIABLE

## 14. LIVING WAGE ORDINANCE - NO EXEMPTIONS

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Cypress is **not** applying for any exemptions to the living wage ordinance.

## 15. BID GUARANTY

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Cypress has included the requested bid guaranty as a separate attachment.

## 16. ADDITIONAL INFORMATION

### 1. Project Plan

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your facility. The CPS approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, CPS pays special attention in addressing the following factors:

**24/7 Quality Control Manager Program** – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but QCMs also reward and discipline them. If necessary, QCMs can assist in cross-training officers at the various County sites. At CPS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Armed and Unarmed Services** – Armed officers undergo rigorous weapons training. All weapons licenses must be maintained and kept current.

**Roving Patrols** – Officers perform full patrols on a regular basis. These patrols include all areas of the particular site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

**Customer Service** – All CPS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site. Our company training manager is certified by the Disney Institute, having successfully completed Disney's Approach to Quality Service.

**Lost and Found** – Lost and found property is logged, inventoried, labeled, and issued a serial number to assist with tracking and accountability. All items are stored securely for a period of 90 days and are donated to charity if left unclaimed.

**Access Control** – Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

**Emergency Response** – CPS has developed plans and protocols responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and other emergencies. When possible, we will conduct drills so that evacuation plans and other plans will be meaningful to officers. Every CPS officer is considered a first responder and is fully certified (and current) in CPR and first aid. Cypress retains a fully-certified CPR instructor on staff to provide initial training and recertification. Each officer receives a four hour fire and life safety class prior to assignment. Site-specific emergency procedure training supplements the safety class. Our 24/7 dispatch center is always staffed by a scheduling manager or

watch commander who can call in backup/flex officers during any emergency situation if circumstances require extra officers at the scene. CPS also works with local law enforcement to coordinate our efforts with the police.

**Safety** – All safety hazards are documented and reported to the CPS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. CPS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

**Monitoring and Alarm Systems** – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Currently, at various sites for other clients, CPS officers operate proximity card access systems and fire control centers including equipment such as the Intellex DV 16000 Digital Video Management System and the Pelco CM9760 KBD Intelligent Video Keyboard. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. CPS also operates X-ray scanners, card readers, magnetometers, metal detectors, and wands for various clients. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

**Reporting and Documentation** – All CPS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via the report writing system. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

**Handling Disruptive Individuals** – CPS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. CPS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

**Rules and Regulations** – All officers and supervisors learn Public Works' rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (D3 guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty at their assignment.

**Code of Ethics** – CPS officers follow our established code of ethics. In particular, the following apply to ALL employees of CPS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each CPS officer shall conduct himself or herself with the highest level of integrity.

**Confidentiality** – All CPS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by CPS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All CPS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The CPS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

**Emergency Response** – CPS will design and implement an emergency plan that will address all response to threats and potential emergencies at the County sites. The CPS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. CPS understands that changing security needs in the case of an emergency or incident requires CPS to respond with additional staff. CPS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). CPS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, CPS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- **Cross-training** – CPS cross-trains security officers, supervisors, and managers. CPS will share an employee list of trained officers available to work at the site and will train more officers per request of client, if needed.
- **Back-up Staffing** – CPS will, at all times, have a pool of people who have received full site training and orientation, including post assignments, standards, and procedures. These officers will be able to fill any shift on a short notice.
- **Emergency Planning** – CPS operates a corporate emergency response plan based on the nationally-recognized Incident Command System. This plan covers all aspects of emergency response. Our corporate guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, CPS works with management to implement preventive measures such as training and emergency planning.
- **Emergency Response Vehicle** – CPS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables CPS to respond during an emergency incident or scheduled special events.





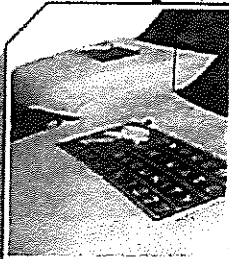
Security Officer

**Unarmed Security Officers** – Every Cypress Private Security officer is thoroughly trained to meet the requirements of the client, including the specific security needs of the client's industry. All officers know how to prepare clear and concise incident/condition reports and speak English. They receive training in customer service, emergency response, and other critical skills. Because of our extensive training, CPS officers are engaged and thus motivated, and they approach their work with the utmost professionalism. Uniforms are customized to meet client requirements, and our quality control managers ensure consistent performance and supervision. CPS' extensive pre-employment screening ensures that we hire individuals with integrity, professionalism, and intelligence.



Armed Officers

**Armed Security Officers** – An armed security solution requires additional scrutiny and assessment when designing and implementing the right solution for your organization. CPS armed officers undergo rigorous training and psychological screening before receiving their assignments. Our training programs for both armed and unarmed officers are of the highest quality in the industry. CPS armed security officers are prepared to respond to a wide range of situations, and protect the safety of people and property. The CPS armed officer training program includes use of force, report writing and documentation, critical incident response, and advanced criminal law.

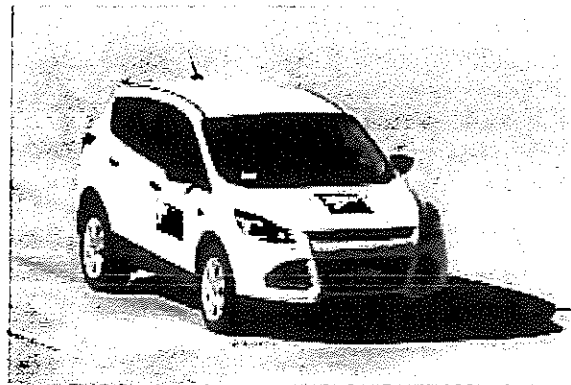
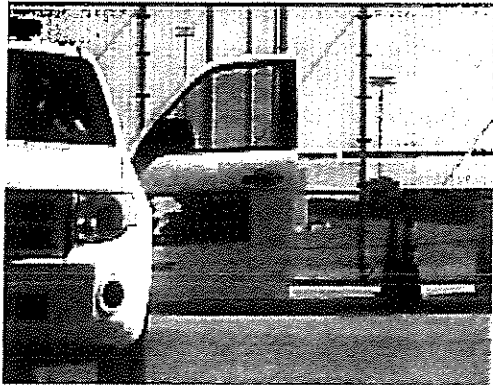


Vehicle Patrol

**Vehicle Patrol** – CPS offers a state of the art vehicle patrol program. We maintain a fleet of gas/electric hybrid patrol vehicles, each equipped with a digital video recording (DVR) system covering 360-degrees around the vehicle. In addition to the mobile DVR system, all vehicles are equipped with an audio recording system to document conversations inside the vehicle. Each vehicle is equipped with a GPS tracking and mapping system and is tracked 24/7 through the CPS dispatch center. Vehicles transmit all vehicle-related information, including speed, location, and any mechanical issues. All patrol stops are recorded and tracked on a server, which allows the client to retrieve information about any patrol stop within the previous 30 days.

**Vehicles**

CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



## 2. Recruitment Process

We post our open positions on job websites such as Craigslist, Monster, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Cypress is committed to hiring veterans and recruits from military job placement venues.

Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our internal job board can be viewed 24/7 online by any of our employees who are interested in searching for promotion opportunities, open shifts, open positions, etc.

All of our offices have dedicated recruiters who attend job fairs, communicate with schools, and screen applicants. The recruiters work under the umbrella of our main office and the Human Resources Management system so that all branch managers and the HR director are fully aware of what positions are open.

Our two most effective recruiting mediums are word of mouth and the Internet, especially our Craigslist postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends. Hiring fairs have also proven to be effective, and we have been successful in providing jobs to veterans returning from service abroad.

### Personnel Selection Process

As an equal opportunity employer, CPS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment. Only one out of every twenty applicants is hired.

**Pre-Application Interview Questions:** The application process starts with a questionnaire designed to reveal attitudes toward work and security. Applicants are then selected to continue the application process.

**Application:** After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. CPS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

**Interview:** To best assess a potential employee, CPS has implemented a multi-step interview process.

- **Human Resources Review of Application and Interview:** After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between CPS and the applicant. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- **Hiring Manager Interview:** The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment.
- **Chief Operating Officer/Branch Manager Interview:** The manager will then conduct an interview with the applicant in order to establish how well the individual fits within the overall CPS culture, values, philosophies, and service standards.
- **Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right applicant for each

site. (The effectiveness of our selection process is further demonstrated by the fact that 97% of our clients are more than satisfied with their initial officers and only 3% have voiced a concern.)

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the CPS personnel selection process.

#### Testing and Background Checks

**Written Test:** Applicants take a written test so we can learn about their approach toward security, customer service, and their reasons for applying with CPS. This test is a good indicator of an applicant's ability to think intelligently and write professional reports.

**Personality Test:** CPS uses proven personality tests. The following is a sample of areas examined in the personality test: honesty; drug and alcohol use; propensity toward anger/violence; integrity and work ethic; and willingness to follow directions.

**Screening & Background Check:** After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

**Training & Work Verification:** All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new CPS employee will complete and pass required CPS training modules.

**Annual Verifications of Certificates:** CPS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year CPS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

**Drug Testing:** Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene.

**Kwantek:** Our HR and recruiting team uses Kwantek software to continue growing our team. Kwantek is an integrated applicant tracking software system used to speed up the hiring and onboarding process. It facilitates the job posting process by posting to hundreds of job boards instantly. It allows our team to selectively interview the best candidates by creating filters to find individuals who match exactly what the job requires. Kwantek also provides seamless onboarding with electronic verification and compliance checks (including one-click background screening).



KWANTEK

### 3. CPS: The Logical Choice for Public Works

CPS has a number of competitive advantages that make us the logical choice as the preferred vendor for Public Works. These competitive advantages have been developed over the years and show how the CPS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

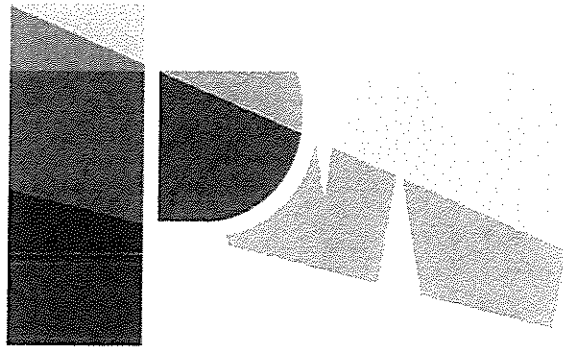
- **Experienced Management Team** – CPS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management. As the incumbent security provider, CPS has the proven experience and expertise. Our understanding of the scope of work is second to none.
- **Cypress Online Training** – CPS has developed a proprietary online training program that is used to train officers. Employees can access the Web-based training system from any computer and complete training modules.
- **Outstanding Benefits Program and Career Development Philosophy** – CPS has comprehensive programs to reward and retain high performing officers for better quality and workforce stability.
- **Low Turnover Rate** – CPS has one of the lowest employee turnover rates in the industry, and our officers are loyal and dedicated workers. Low turnover also results in fewer rehiring and retraining expenses.
- **Cultural Sensitivity** – CPS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- **Dispatch Center** – CPS operates a dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. CPS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- **Emergency Response** – CPS develops emergency plans for all clients. CPS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.
- **Environmental Responsibility** – CPS is the only security company certified as a San Francisco Green Business with a carbon neutral goal and "green" operating philosophy. We have also partnered with TerraPass to sponsor clean energy to measurably reduce our carbon footprint.

It is our hope that you and your team have developed a favorable opinion about CPS, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Los Angeles Department of Public Works.

Thank you for the opportunity to provide your team with this proposal.

*The Cypress Team*

# Agreement



*Public Works*  
LOS ANGELES COUNTY

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS PRIVATE SECURITY, LP

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, ROAD MAINTENANCE – GROUP B

78998

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**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS**  
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- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Performance Requirements Summary**
- EXHIBIT G Security Service Group Locations and Schedules**
- EXHIBIT H Notice of Proposed Payment Adjustment**
- EXHIBIT I Contract Discrepancy Report**
- EXHIBIT J Equipment Inventory, Damage and Loss Liability**
- EXHIBIT K Statement of Loss of County Equipment**
- EXHIBIT L Bond for Faithful Performance**

AGREEMENT FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, ROAD MAINTENANCE - GROUP B

THIS AGREEMENT, made and entered into on this 17th day of September, 2019, 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 CYPRESS PRIVATE SECURITY, LP, a California Limited Partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 9, 2019, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Field Locations, Road Maintenance - Group B.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Schedule of Prices Forms PW-2.1-4B, an amount not to exceed the Maximum Contract Sum of \$3,878,423 for the entire Contract period, or such greater amount as the Board may approve (Maximum Potential Contract Sum). The sum for the initial term is \$806,604; the sum for the first option term is \$838,781; the sum for the second option term is \$872,368; the sum for the third and final option term is \$907,113; and a month-to-month extension of up to six months at the PW-2.4B rates for \$453,557.

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2019, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to extend 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 and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written

notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1-4B.

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:

Los Angeles County 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 Potential 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 Potential 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 Potential Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Potential 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 Potential 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 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

THIRTEENTH: A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total Annual Contract Sum, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total Annual Contract Sum may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

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

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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.



ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By *Maria Olvera*  
Deputy

APPROVED AS TO FORM:

MARY WICKAM  
County Counsel

By *Carole Suzuki*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 29

SEP 17 2019

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By *Jamie Hahn*  
Chair, Board of Supervisors

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

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Maria Olvera*  
Deputy

78998

CYPRESS PRIVATE SECURITY, LP

By *Kes Narbutas*  
Its President

KES NARBUTAS  
Type or Print Name

By *[Signature]*  
Its Secretary

JONAS TIGNERUS  
Type or Print Name



# 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.

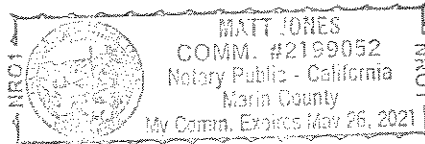
State of California  
County of MARIN)

On 7/23/2019 before me, Matt Jones, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

**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 San Francisco

On JUL 25 2019 before me, Mahesh Patel, Notary Public  
(insert name)

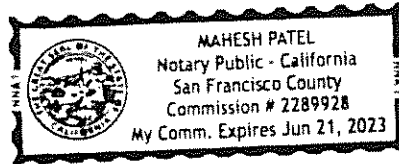
personally appeared Jonas TEGNERUD  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.



(Notary's Signature)



[seal]

## SCOPE OF WORK

### SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS, ROAD MAINTENANCE – GROUP B

A. Public Works Contract Managers

Public Works' Contract Manager for this service will be Ms. Elvia Hernandez of our Road Maintenance Division who may be contacted at (626) 458-3991 or at [elhernand@pw.lacounty.gov](mailto:elhernand@pw.lacounty.gov) Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work from the Contractor. Contract Managers may, at their sole discretion, designate additional Public Works staff as Assistant Contract Managers for their respective facilities/locations delegating them the authority to also request work under this Contract. Both referred to hereinafter as the Contract Manager. The Contractor shall be notified in writing in the event of any change in the Contract Manager.

B. Work Locations

Work locations, hours, and days of service are as indicated in Exhibit G, Security Service Group Locations and Schedules.

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the Contract Manager. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the Contract Manager at an increase or decrease in cost in accordance with the rates quoted in Schedule of Prices. Forms PW-2.1-4B, for the appropriate contract term.

C. Requests of Work from the 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.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the respective Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the Contract Manager to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Service Group Locations and Schedules. For example, the Contract Manager may request an armed security officer for a post which previously required an unarmed security



officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2 for the level of security services requested by the Contract Manager.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit's paragraph J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This

includes heaters, fans, radios, food in employee break room refrigerators, etc.

- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services such as making or receiving calls to or from their supervisors or County representatives.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site Contract Manager for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the Contract Manager.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the Contract Manager. Routes or points of emphasis along the designated routes may vary at the discretion of the Contract Manager.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. Security officers on patrol shall have a working mobile phone or two-way radio on their person at all times should they need make any emergency calls or should they need to be contacted by the Contract Manager. Any instance of the security officer's nonresponsiveness during his/her scheduled patrol may constitute Contractor nonperformance and incur penalties in accordance with this Exhibit's Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the Contract Manager.

6. Reports and Logs

- a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the Contract Manager, upon request.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed,

narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the Contract Manager for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the Contract Manager upon request.

F. Responsibilities of the Contractor

1. Contractor shall not use any Subcontractors in the performance of this Contract.
2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
3. Contractor shall have no fewer than 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
4. Contractor's supervising employee shall have no fewer than 3 years supervising security operations similar to those detailed in this Exhibit A, Scope of Work.

5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including options, if exercised.
6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the Contract Manager.
7. General Responsibilities shall include the following:
  - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
  - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent speaking and writing the English language.
  - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
  - d. Security officers shall be over the age of 18.
  - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
  - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
    - 1) California Guard Registration Card
    - 2) Valid and active California Class "C" Driver's License
    - 3) Valid and active Social Security Card
    - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
    - 5) California Firearms Qualification Cards (for armed security officers)
    - 6) Bureau of Security and Investigative Services impact weapon (baton) training

- 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
  - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
  - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
  - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
  - h. The Contractor shall provide a resume to the Contract Manager for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit's Section O.6, Security Personnel Background and Experience.
  - i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the Contract Manager, at least one working day prior to assignment of a security officer for Public Works facility.
  - j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
  - k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
  - l. At the request of the Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

7. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required state of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit's Section H.2, on page A.11. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2, Schedule of Prices, for Sergeant and unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant as indicated on the Schedule of Prices, Form PW-2,

8. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary

disturbance at any work location and shall be subject to all rules and regulations which govern that location.

- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the Contract Manager with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the Contract Manager.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
  - 1) Vacating assigned post without authorization.
  - 2) Leaning against walls, doors, etc.
  - 3) Idle talk with other security personnel, County employees, or visitors.
  - 4) Reading newspapers, magazines, or other nonwork-related materials.
  - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
  - 6) Wearing of headphones



- 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
  - 8) Using cellular phones for personal business.
  - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.
9. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the Contract Manager. As stated in Section A of this Exhibit, Contract Managers may designate other Public Works personnel as Assistant Contract Managers for their respective facilities for activities

related to the services under this Contract. Public Works personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Contract Manager shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the Contract Manager and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the Contract Manager prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O of this Exhibit. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have at least 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand English.

I. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
  - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are

not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the Contract Manager on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.

- b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
  - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
2. Prior to the start of the Contract, the Contractor and the Contract Manager shall prepare an Equipment Inventory, Damage, and Loss Liability form (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and Contract Manager, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the Contract Manager. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
  3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the Contract Manager is granted.
  4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. Contractor-Furnished Items

1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
  - a. Trousers/skirt

- b. Shirt/blouse
  - c. Belt, shoes, and socks - solid black
  - d. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
  3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
  4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
  5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
    - a. Sam/Sally Browne belt (gun belt);
    - b. Handcuff case;
    - c. Set of handcuffs, plus female key;
    - d. Four (4) keepers;
    - e. Key Snap;
    - f. One heavy-duty, three or five cell flashlights, with batteries;
    - g. Radio with holder/pouch;
    - h. Name tag and Badge, to be worn on uniform at all times;
    - i. Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
    - j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
    - k. Holster (armed security officers only);

- j. Ammunition pouch (armed security officers only);
- i. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 in 9mm caliber;

The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures. (armed security officers only);

- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only. (armed security officers only);
- n. Rain gear (as necessary);
- o. Jacket (as necessary).

K. Weapons List

The Contractor shall provide the Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

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

N. 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.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the Contract Manager.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the Contract Manager, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.

- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.

- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert Contract Managers of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the Contract Manager. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, as required.
- ll. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.



2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.

- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
  - e. Ensure sufficient availability of security officers to cover Public Works' requirements.
4. Regulations and Forms
- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
  - b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
    - Exhibit F - Performance Requirements Summary
    - Exhibit G - Security Service Group Locations and Schedules
    - Exhibit H - Notice of Proposed Payment Adjustment
    - Exhibit I - Contract Discrepancy Report
    - Exhibit J - Equipment Inventory, Damage, and Loss Liability
    - Exhibit K - Statement of Loss of County Security Equipment
    - Exhibit L - Bond for Faithful Performance
5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints

b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the Contract Manager upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the Contract Manager determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contract Manager. The County may alternatively enforce any applicable remedies as detailed in this Exhibit's Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the Contract Manager. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of

security officers and supervisors who will be assigned to perform work on this Contract.

- a. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- b. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- c. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- d. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- e. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- f. Contractor's security personnel and staff who have been involved in any of the following will not be accepted:
  - 1) Any felony conviction
  - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
  - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
  - 4) Conduct that would preclude the Contractor from receiving a bond
  - 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use

- g. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
  - 1) General Information - The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
  - 2) Employment History - A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
  - 3) Military Record - All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
  - 4) Criminal Record - Any criminal record of the candidate shall be fully disclosed.
- h. Security Director (Account Manager/Executive) - Equivalent of 5 years' paid experience managing security service operations.
- i. Lieutenant (Account Supervisor/Watch Commander) - Equivalent of 2 years' security supervisory experience.
- j. Sergeants (Site Supervisor) - Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- k. Armed Security Officers - Equivalent of 3 years' paid armed security experience.
- l. Unarmed Security Officers - Equivalent of 2 years' paid security experience.
- m. All security officers and supervisors shall possess the following, unless otherwise noted:
  - 1) Active and valid State of California Guard Registration Card
  - 2) Active and valid State of California Weapons Permit (unless unarmed)
  - 3) Impact weapon (baton) training certification as approved by BSIS
  - 4) Active and valid First Aid Certificate or EMS Certificate

- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

1. The Contractor shall submit monthly invoices for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
2. The Contractor's hourly rates as identified in the Schedule of Prices, Form PW-2, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

S. Removal of Debris

Any debris derived from these services 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. 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 National Pollutant Discharge Elimination System.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

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

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

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

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the Contract Manager, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold



payment of invoices or deduct a percentage or the number of hours of unacceptable service. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit H) of any adjustments. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**


**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1B, for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 28.33 /hr.</u>	<u>26,480</u>	\$750,178.40
2.	Security Officer (Unarmed)	<u>\$ 26.34 /hr.</u>	<u>1,000</u>	\$26,340.00
3.	Sergeant (Armed)	<u>\$ 29.28 /hr.</u>	<u>500</u>	\$14,640.00
4.	Lieutenant (Armed)	<u>\$ 30.89 /hr.</u>	<u>500</u>	\$15,445.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$806,603.40</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

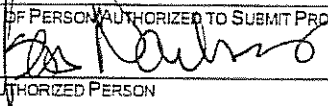
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.2B, for *Term 2 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permiitee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 29.46 /hr.</u>	<u>26,480</u>	\$780,100.80
2.	Security Officer (Unarmed)	<u>\$ 27.39 /hr.</u>	<u>1,000</u>	\$27,390.00
3.	Sergeant (Armed)	<u>\$ 30.45 /hr.</u>	<u>500</u>	\$15,225.00
4.	Lieutenant (Armed)	<u>\$ 32.13 /hr.</u>	<u>500</u>	\$16,065.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$838,780.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

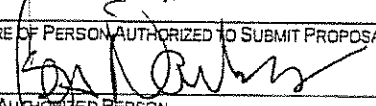
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Proposed Price calculated herein should be reflected the on proposer's submitted Form LW-8.3B, for Term 3 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$30.64 /hr.</u>	<u>26,480</u>	<u>\$ 811,347.20</u>
2.	Security Officer (Unarmed)	<u>\$28.48 /hr.</u>	<u>1,000</u>	<u>\$ 28,480.00</u>
3.	Sergeant (Armed)	<u>\$31.67 /hr.</u>	<u>500</u>	<u>\$ 15,835.00</u>
4.	Lieutenant (Armed)	<u>\$33.41 /hr.</u>	<u>500</u>	<u>\$ 16,705.00</u>
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b><u>\$872,367.20</u></b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

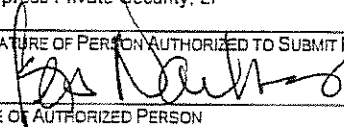
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4B, for Term 4 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 31.86 /hr.</u>	<u>26,480</u>	\$843,652.80
2.	Security Officer (Unarmed)	<u>\$ 29.62 /hr.</u>	<u>1,000</u>	\$29,620.00
3.	Sergeant (Armed)	<u>\$ 32.93 /hr.</u>	<u>500</u>	\$16,465.00
4.	Lieutenant (Armed)	<u>\$ 34.75 /hr.</u>	<u>500</u>	\$17,375.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$907,112.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPC
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
<b>PALMDALE YARD (MD5)</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56
• Armed Security Officer (2)	6	6	6	6	6	6	8	46	2392	\$17.13	\$ 40,974.96
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	128	6656		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.13	\$ 40,974.96
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	42	2184		
• Armed Security Officer (1)		6	6	6	6			24	1248	\$17.13	\$ 21,378.24
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$17.13	\$ 16,033.68
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	84	4368		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$17.13	\$ 24,941.28
<b>ADDITIONAL ON-CALL</b>											
• Armed Security Officer				ON-CALL				Varies	1000	\$17.13	\$ 17,130.00
• Unarmed Security Officer				ON-CALL				Varies	1000	\$16.11	\$ 16,110.00
• Armed Security Sergeant (Supervisor)				ON-CALL				Varies	500	\$17.79	\$ 8,895.00
• Armed Security Lieutenant (Manager)				ON-CALL				Varies	500	\$18.91	\$ 9,455.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 488,062.40</b>
										(1) Vacations, Sick Leave, Holiday	\$ 41,292.97
										(2) Health Insurance	\$ 26,339.88
										(3) Payroll Taxes & Workers' Compensation	\$ 78,238.37
										(4) Welfare and Pension	\$ 2,598.54
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 148,469.76</b>
										(5) Equipment Costs	\$ 30,327.62
										(6) Service and Supply Costs	\$ 86,919.59
										(7) General and Administrative Costs	\$ 28,633.94
										(8) Profit	\$ 24,190.09
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 170,071.24</b>
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 806,603.40</b>

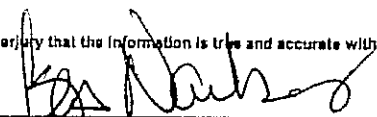
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)  
• GROUP B – Road Maintenance Group

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>PALMDALE YARD (MDS)</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	128	6656			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	42	2184			
• Armed Security Officer (1)		6	6	6	6			24	1248	\$17.81	\$ 22,226.88	
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$17.81	\$ 16,670.16	
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	84	4368			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1458	\$17.81	\$ 25,931.36	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer			ON-CALL					Varies	1000	\$17.81	\$ 17,810.00	
• Unarmed Security Officer			ON-CALL					Varies	1000	\$16.75	\$ 16,750.00	
• Armed Security Sergeant (Supervisor)			ON-CALL					Varies	500	\$18.50	\$ 9,250.00	
• Armed Security Lieutenant (Manager)			ON-CALL					Varies	500	\$19.67	\$ 9,835.00	
<b>Comments/Notes:</b>												
									<b>Total Salaries</b>	\$		<b>507,443.80</b>
								(1) Vacations, Sick Leave, Holiday		\$		42,944.69
								(2) Health Insurance		\$		27,393.48
								(3) Payroll Taxes & Workers' Compensation		\$		81,367.90
								(4) Welfare and Pension		\$		2,702.48
								<b>Total Employee Benefits (1+2+3+4)</b>		\$		<b>154,408.55</b>
								(5) Equipment Costs		\$		31,540.73
								(6) Service and Supply Costs		\$		90,396.37
								(7) General and Administrative Costs		\$		29,779.29
								(8) Profit		\$		25,212.06
								<b>Total Other Costs (5+6+7+8)</b>		\$		<b>176,928.45</b>
								<b>TOTAL PROPOSED ANNUAL PRICE:</b>		\$		<b>838,780.80</b>

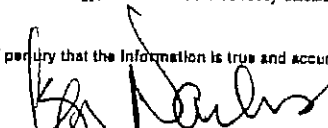
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Notes: 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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
<b>PALMDALE YARD (MD5)</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	128	6656		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	42	2184		
• Armed Security Officer (1)		6	6	6	6			24	1248	\$18.52	\$ 23,112.96
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$18.52	\$ 17,334.72
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	84	4368		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$18.52	\$ 26,965.12
<b>ADDITIONAL ON-CALL</b>											
• Armed Security Officer				ON-CALL				Varies	1000	\$18.52	\$ 18,520.00
• Unarmed Security Officer				ON-CALL				Varies	1000	\$17.42	\$ 17,420.00
• Armed Security Sergeant (Supervisor)				ON-CALL				Varies	500	\$19.24	\$ 9,620.00
• Armed Security Lieutenant (Manager)				ON-CALL				Varies	500	\$20.45	\$ 10,225.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 527,674.60</b>
										(1) Vacations, Sick Leave, Holiday	\$ 44,662.48
										(2) Health Insurance	\$ 28,489.22
										(3) Payroll Taxes & Workers' Compensation	\$ 84,622.62
										(4) Welfare and Pension	\$ 2,810.58
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 160,584.90</b>
										(5) Equipment Costs	\$ 32,802.36
										(6) Service and Supply Costs	\$ 94,012.23
										(7) General and Administrative Costs	\$ 30,970.47
										(8) Profit	\$ 28,322.64
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 184,107.70</b>
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										<b>\$ 872,367.20</b>	

\* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

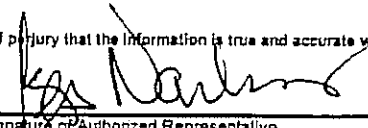
Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative





**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
<b>PALMDALE YARD (MDS)</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$19.26	\$ 46,069.92
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	128	6656		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	118	6136		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12
• Armed Security Officer (2)	6	6	6	6	6	6	8	46	2392	\$19.26	\$ 46,069.92
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	42	2184		
• Armed Security Officer (1)		6	6	6	6			24	1248	\$19.26	\$ 24,036.48
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$19.26	\$ 18,027.36
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	84	4368		
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$19.26	\$ 28,042.56
<b>ADDITIONAL ON-CALL</b>											
• Armed Security Officer			ON-CALL					Varies	1000	\$19.26	\$ 19,260.00
• Unarmed Security Officer			ON-CALL					Varies	1000	\$18.12	\$ 18,120.00
• Armed Security Sergeant (Supervisor)			ON-CALL					Varies	500	\$20.10	\$ 10,050.00
• Armed Security Lieutenant (Manager)			ON-CALL					Varies	500	\$21.27	\$ 10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 548,909.80</b>
										(1) Vacations, Sick Leave, Holiday	\$ 46,448.00
										(2) Health Insurance	\$ 29,628.79
										(3) Payroll Taxes & Workers' Compensation	\$ 88,007.52
										(4) Welfare and Pension	\$ 2,923.00
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 167,007.31</b>
										(5) Equipment Costs	\$ 34,114.45
										(6) Service and Supply Costs	\$ 97,772.72
										(7) General and Administrative Costs	\$ 32,209.28
										(8) Profit	\$ 27,199.24
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 191,295.69</b>
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 907,112.80</b>

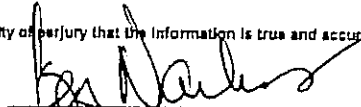
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The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Cypress Private Security, LP

Kes Narbutas



Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

## 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.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement. **Please note, subcontracting is not allowed to perform any service required by this Contract.**

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 180 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 delegatee 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 person or 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. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a



full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. 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 Employees 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
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. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 Equal Employment Opportunity (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:

Contracting Manager, Business Relations and Contracts 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 certifications or licenses requested by County.
2. Contractor shall indemnify, defend, 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 Business Relations and Contracts 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 (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) 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.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Compliance with Employee Retention Policy

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy shall apply:

1. The new Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who:  
(a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
2. The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
3. The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.



### 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 due to 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, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 Indemnitees. 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, Appointed 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, 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 required endorsements shall be sent to:  
  
County of Los Angeles  
Dept. of Public Works, Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: 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, 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 the County. The full policy limits and scope of protection shall also apply to the County, 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 ten 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 Insurance Services Office, Inc. (ISO) 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:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

Contractor's policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, any person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## 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. 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

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 are 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 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 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) 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 DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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 13

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.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2017 are less than \$53,930 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 7, 2018.

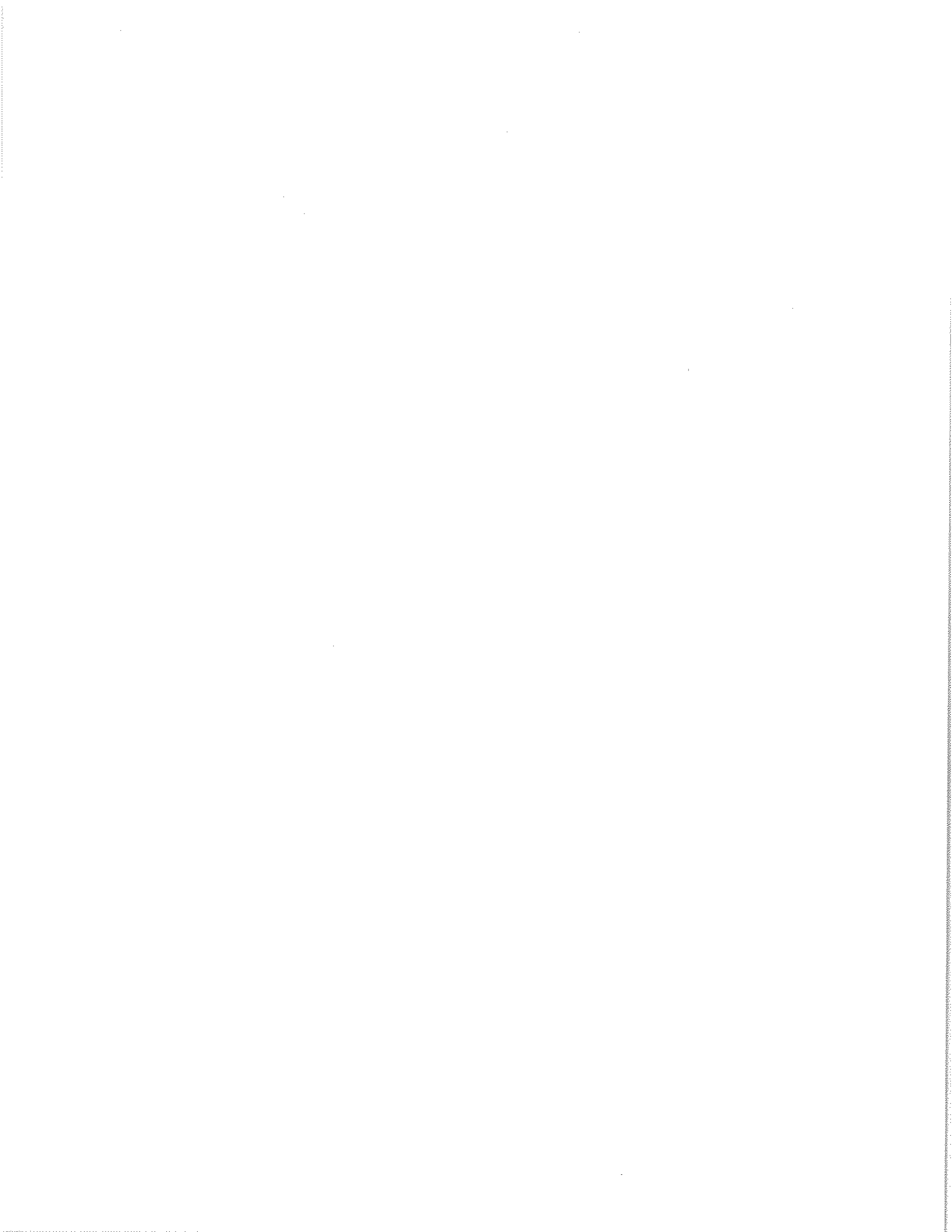
You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help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

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

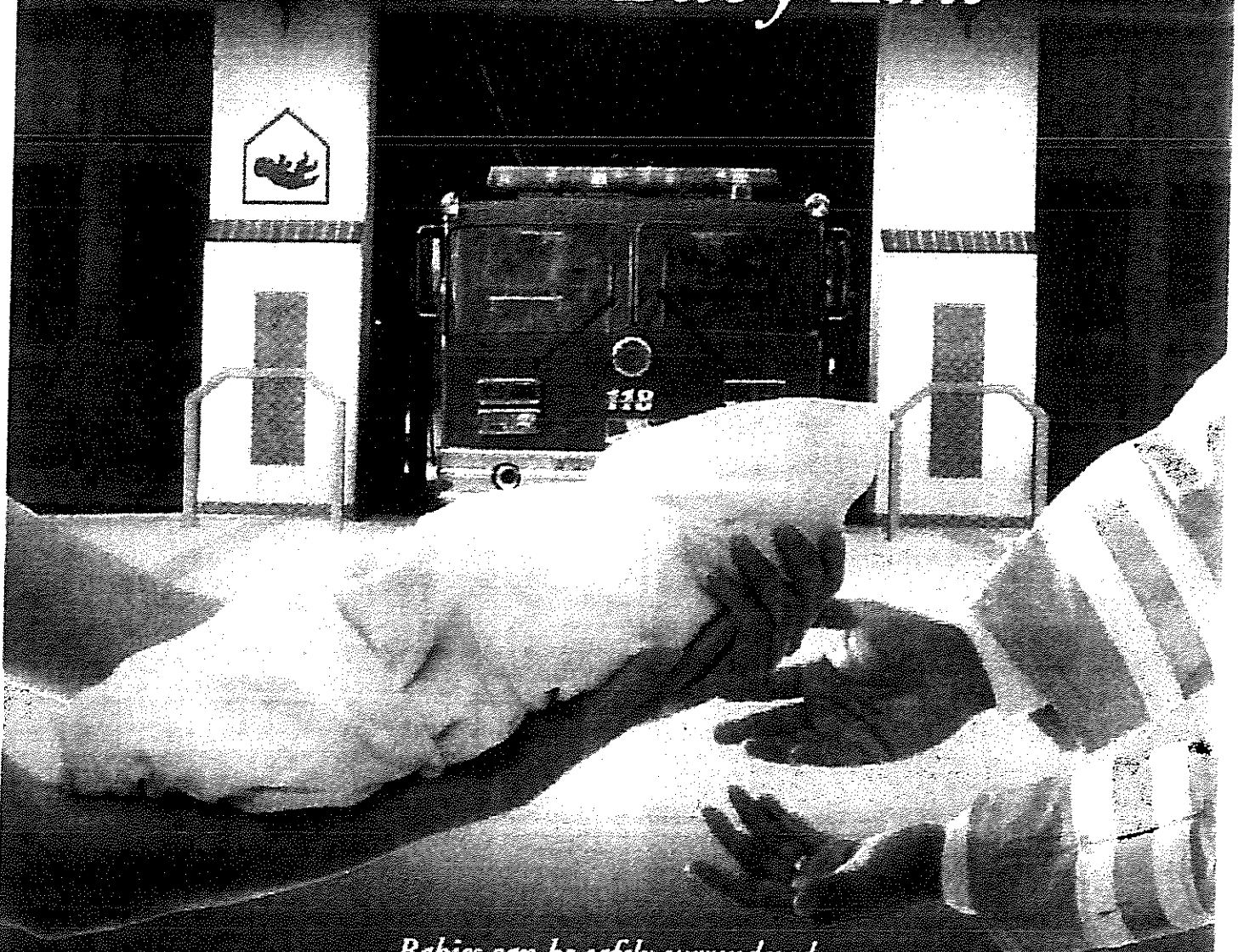
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.



# *Safely* Surrendered *Baby Law*



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

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

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

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





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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?

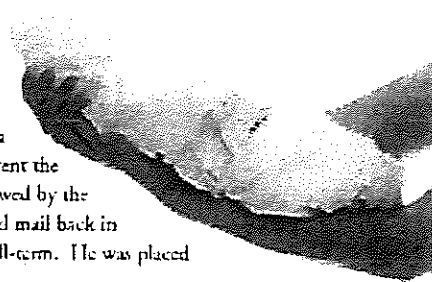
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

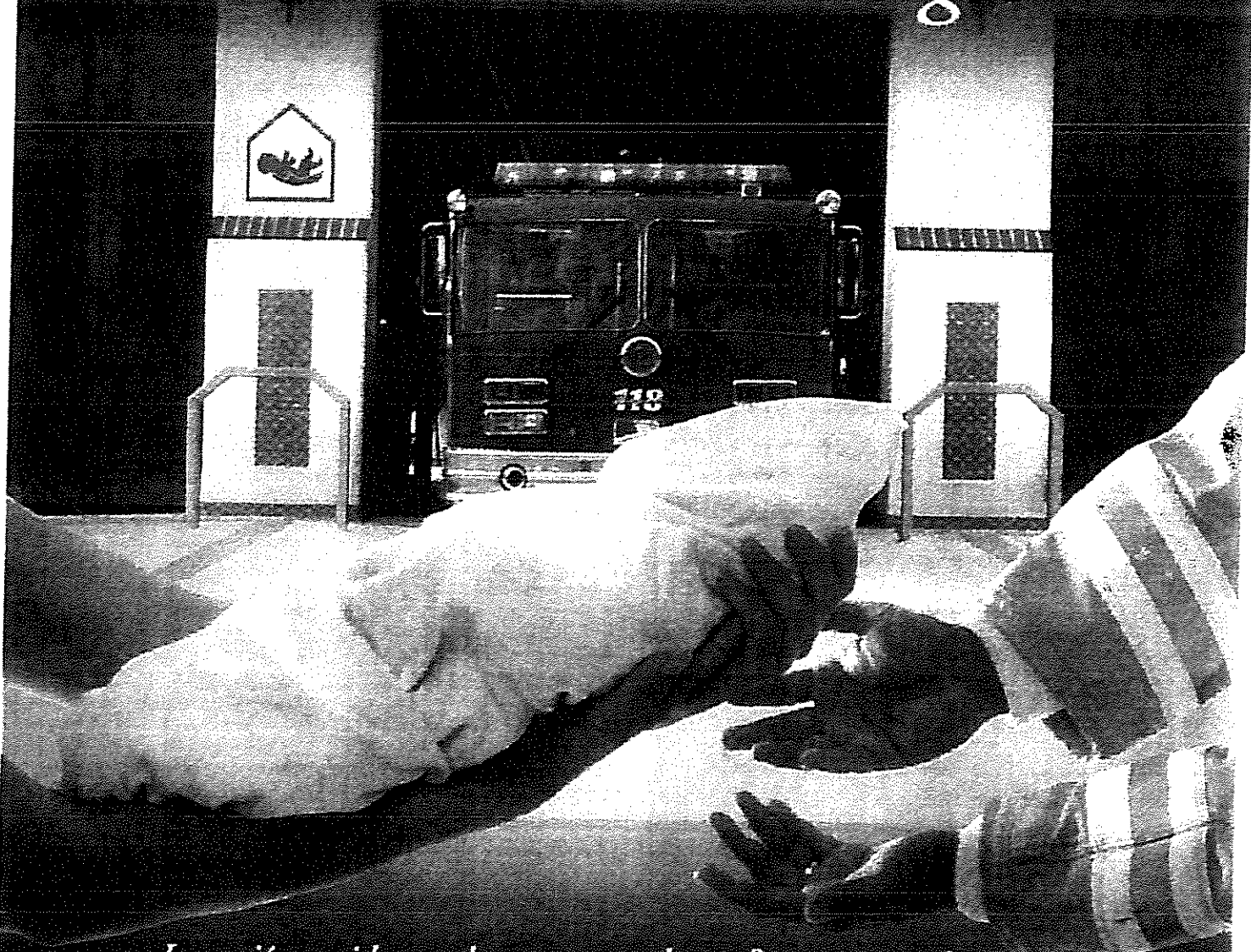
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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-UCLA 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 ankle 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 11-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 • 1-877-222-8723

[www.babysafela.org](http://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, y 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 entregue recibirá un brazalete igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-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.



## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### Chapter 2.206

- 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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	Escort provided within 5 minutes of request.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*\*Hourly deduction shall be made at the current hourly rate for level of officer involved.



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Time Clock Patrol	Rounds made on schedule. Clocks activated.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
13. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. In the event the wand is inoperable, tours shall be done manually, reported and logged.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	Officer removed permanently	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract  Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	Deduct 8 hours per shift not covered plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Drives Vehicle	Drive vehicle as required.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Conducts Investigation	Complete investigations in a timely manner.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES**  
 COUNTY OF LOS ANGELES, PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as requested by the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1B through PW-2.4B for the given Contract term and for the level and rate of security requested by the Contract Manager.

**GROUP B: Road Maintenance Group**

Contract Manager: Elvia Hernandez

Contact: (626) 458-3991 elhernand@pw.lacounty.gov

Figure B

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
1.	<b>PALMDALE DISTRICT 5</b> 38126 N. Sierra Highway Palmdale, CA 93550	Peter Sanque <u>psanque@pw.lacounty.gov</u> (661) 947-7173	Security Officer (Armed)	Monday – Friday  Saturday – Sunday	4:30 pm to 6:30 am 14 hrs. daily  6:30 am to 6:30 am 24 hrs. daily	6,136
2.	<b>HOLLYDALE YARD</b> 11282 So. Garfield Ave. Downey, CA 90242	Shallesh Patel <u>spatel@pw.lacounty.gov</u> (562) 869-1176	Security Officer (Armed)	Monday – Friday  Saturday – Sunday	4 pm to 8 am 16 hrs. daily  8 am to 8 am 24 hrs. daily	6,656
3.	<b>RD 555 YARD</b> 17341 East Avenue J Lancaster, CA 93535	Arnel Dulay <u>adulay@pw.lacounty.gov</u> (661) 947-7173	Security Officer (Armed)	Monday – Friday  Saturday – Sunday	4:30 pm to 6:30 am 14 hrs. daily  6:30 am to 6:30 am 24 hrs. daily	6,136
4.	<b>SOUTHWEST PERMIT OFFICE</b> 1320 West Imperial Hwy. Los Angeles, CA 90044	Roy Itani <u>ritani@pw.lacounty.gov</u> (626) 261-2069	Security Officer (Armed)	Monday – Thursday	7:30 a.m. to 6 p.m. 10.5 hrs. daily	2,184



**EXHIBIT G**

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
5.	LA PUENTE PERMIT OFFICE 16005 E. Central Avenue La Puente, CA 91744	Jonathan Lam joram@pw.lacounty.gov (626) 961-9611	Security Officer (Armed)	Monday – Sunday	6:30 pm to 6:30 am 12 hrs. daily	4,368
6.	ON-CALL	TBD*	Security Officer (Armed)	Varies	Varies	1,000
7.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	Varies	1,000
8.	ON-CALL	TBD*	Sergeant Armed (Supervisor)	Varies	Varies	500
9.	ON-CALL	TBD*	Lieutenant Armed (Manager)	Varies	Varies	500
*Contract Manager will assign an on-site designee if any, for on-call services at the time of an on-call request.				<b>TOTAL HOURS for On-Call Security:</b>		<b>3,000</b>
<b>TOTAL OVERALL SECURITY HOURS:</b>						<b>28,480</b>

The contractor shall bill monthly in accordance with the hourly rate provided in the Schedule of Prices for actual security service hours provided. As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedule specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Level of officer (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer.

Patrol mileage, if any incurred, will be paid mileage at the County's mileage permittee rate in addition to the officer's normal hourly rate.

**NOTICE OF PROPOSED PAYMENT ADJUSTMENT**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

In accordance with the terms of the Contract for Security Services for Various Public Works Field Locations Los Angeles County Department of Public Works will implement the following adjustment for Contract Deviations(s) as indicated:

Site Location/Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Shift: \_\_\_\_\_

Amount of Deduction \$ \_\_\_\_\_

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the attention of your Public Works Contract Manager within five calendar days of receipt of this notification; or to Department of Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention: Service Contracts. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)

**CONTRACT DISCREPANCY REPORT**

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: \_\_\_\_\_

Facility \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee Classification \_\_\_\_\_

Date of Unacceptable Performance \_\_\_\_\_

Description of Unacceptable Performance \_\_\_\_\_

Has this type of unacceptable performance occurred before?:

Yes \_\_\_ No \_\_\_ If yes, when? \_\_\_\_\_

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: \_\_\_\_\_

Corrective Action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan to Prevent Recurrence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Contractor's Contract Director

Return to Contract Manager

\_\_\_\_\_

**EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY**

TO: \_\_\_\_\_  
 Contract Manager/Assistant Contract Manager

FROM: \_\_\_\_\_  
 Contractor (firm name)

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for Security Services at the Public Works \_\_\_\_\_ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	<b>EQUIPMENT</b>	<b>CONDITION</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: \_\_\_\_\_ Contract Manager: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor (Firm Name): \_\_\_\_\_

Date: \_\_\_\_\_ Contractor's Authorized Signature: \_\_\_\_\_

### STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, \_\_\_\_\_, do hereby report the loss of the \_\_\_\_\_.  
(Identify what equipment was lost/stolen.) The \_\_\_\_\_ was  
LOST/STOLEN under the following circumstances, and cannot be found. (In the space  
provided below, explain the circumstances under which the item or items were  
LOST/STOLEN.)

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Date of Loss: \_\_\_\_\_

Police Agency Report to: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Contractor (Firm Name): \_\_\_\_\_

Contract Director signature: \_\_\_\_\_

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (Contractor/Principal)

as Principal, and \_\_\_\_\_ (Surety)

as Surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents.

WHEREAS said Principal has been awarded and is about to enter into a written Contract with the County for Security Services for Various Public Works Field Locations, Road Maintenance - Group B; and is required by said County to give this bond in connection with the execution of said Contract. And whereas, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the said Contract (the "Bond");

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said Principal shall exonerate any Surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

FURTHERMORE, It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished or services rendered, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of the time granted under the provisions of said Contract release either the Principal or Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), then written consent of the Surety shall be first obtained.

NOTWITHSTANDING the provisions of the Contract, the term of this bond shall apply fully from <bond start date>, until <bond end date>, and may be renewed or extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof; provided however, that the Surety shall be responsible for any liability of the Principal or loss to the obligee that accrues before nonrenewal of the bond and within the term of the bond, as defined herein.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Contractor/Principal) (Attorney-In-Fact)

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Surety) (Attorney-In-Fact)



**Cypress Private Security  
Mission Statement**

*"To provide the best security  
workforce management  
services in the Western  
United States delivered with  
excellent customer service  
for quality clients."*

Wednesday, January 9, 2019  
**A SECURITY  
PARTNERSHIP PROGRAM  
FOR  
THE COUNTY OF LOS  
ANGELES DEPARTMENT  
OF PUBLIC WORKS**

Response to RFP 2018-PA026  
Security Services for Various Public Works Field Locations

Local Address

9926 Pioneer Blvd Suite 106  
Santa Fe Springs, CA 90670  
1-866-345-1277

Primary Contact

Carl Cunningham, Business Development Manager  
415-946-4102  
ccunningham@cypress-security.com

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### 3. LETTER OF TRANSMITTAL

Dear County of Los Angeles Department of Public Works,

Cypress Private Security sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the County of Los Angeles Department of Public Works. We have served as the security provider for Public Works since 2009 and would be honored and privileged to continue this partnership. As a company, we intend to use our understanding of the magnitude and complexity of all the ins and outs of Public Works' security program to continue serving with the utmost diligence, reliability, and quality.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. As the incumbent security provider, we've helped develop and refine the current security protocols in place. Our entire management team, especially regional manager Felix Guerrero and the local team, will continue to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to the various Public Works locations. Cypress constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services.

Cypress Private Security is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Cypress fosters a strong sense of accountability and ownership across the organization. At Cypress, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

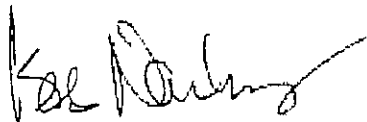
Cypress has read and reviewed the RFP and understands the nature of the work to be accomplished.

Individuals Authorized to Make Representations for Cypress Private Security

Kes Narbutas, CEO	478 Tehama Street San Francisco, CA 94103 415-240-4500
Jonas Tegnerud, COO	478 Tehama Street San Francisco, CA 94103 415-240-4502

After you have evaluated our proposal, we are confident that you will find that Cypress Private Security is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

Respectfully,



Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO  
415-240-4500 | knarbutas@cypress-security.com

# 4. SUPPORT DOCUMENTS FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES

## Ownership Structure

Cypress is a California limited partnership co-owned by Chief Executive Officer Kes Narbutas (85%) and Chief Operating Officer Jonas Tegnerud (15%). The general partner of Cypress is CypSec, LLC, which is owned by the same two individuals in the same percentages. From 1996 to 2017, Cypress was an LLC, but converted into an LP in early 2018.

### State of California Secretary of State CERTIFICATE OF STATUS

ENTITY NAME: CYPRESS PRIVATE SECURITY, LP

FILE NUMBER: 201800500012  
FORMATION DATE: 12/28/2017  
TYPE: DOMESTIC LIMITED PARTNERSHIP  
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 November 26, 2018.

ALEX PADILLA  
Secretary of State

NLIH



**State of California**  
Secretary of State

Certificate of Limited Partnership - Conversion

LP-1A File **201800500012**

**FILED**  
Secretary of State  
State of California  
**DEC 28 2017**

*ll* This Space For Filing Use Only

**Important — Read all instructions before completing this form.**

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**Converted Entity Information**

1. Name of Limited Partnership (End the name with the words Limited Partnership or the abbreviation LP or L.P.)  
Cypress Private Security, LP

2. Names and Address of All General Partners (Attach additional pages, if necessary.)

Name	Address	City	State	Zip Code
CypSec, LLC	478 Tehama Street	San Francisco	CA	94103
Name	Address	City	State	Zip Code

3a. Initial Street Address of Limited Partnership's Designated Office in CA  
478 Tehama Street      City: San Francisco      State: CA      Zip Code: 94103

3b. Initial Mailing Address of Limited Partnership, if different from Item 3a  
City:      State:      Zip Code:

4. Initial Agent for Service of Process: Item 4a: List the name of an individual or a corporation registered in CA under California Corporations Code Section 15501 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 4b: If the agent is an individual, list the agent's CA business or residential street address. Item 4c: If the agent is an individual and the converting entity is a CA corporation or general partnership, list the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

a. Name of Agent For Service of Process  
Kos Narbutas

b. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box  
478 Tehama Street      City: San Francisco      State: CA      Zip Code: 94103

c. If an individual, Mailing Address of Agent for Service of Process  
City:      State:      Zip Code:

---

**Converting Entity Information**

5. Name of Converting Entity  
Cypress Security, LLC

6. Form of Entity      7. Jurisdiction      8. CA Secretary of State File Number, if any

limited liability company      CA      199609910012

9. The proposed terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote      AND      The percentage vote required of each class.

2 members      AND      100

---

**Additional Information**

10. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made a part of this certificate.

11. I declare under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which declaration is true and correct.

*Kos Narbutas*      KOS NARBUTAS, MANAGER  
Signature of Authorized Person      Type of Print Name and Title of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person      DIRECTING AGREEMENT SPECIFIC ONE  
Type of Print Name and Title of Authorized Person

LP-1A (REV. 01/2016)      APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing  
transcript of 1 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

NOV 26 2018

Date:

*Alex Padilla*

ALEX PADILLA, Secretary of State

## 5. EXPERIENCE

### 1. Background

Cypress Private Security (CPS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (Public Works) a comprehensive and industry-leading security program in response to RFP 2018-PA026. CPS is the incumbent provider for Public Works, and is also currently providing similar services for clients with comparable needs including the City of Glendale, the Housing Authority of the City of LA, the LAPD, and the Arts District LA. CPS is ideally qualified to provide security services for the Department of Public Works and meets and exceeds all requirements as outlined in the RFP. CPS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity.

#### Company Profile

Cypress Private Security, LP (doing business as: Cypress Private Security), is headquartered in San Francisco, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 1996. Our clients include government agencies and municipalities (including transit agencies, ports, utility districts and other critical infrastructure clients); corporate campuses; museums and cultural properties; residential communities and housing authorities; a variety of commercial buildings; and medical facilities. With a custom-tailored approach to each of our clients' security needs, CPS provides unmatched security solutions to meet the specific needs of different businesses.

Cypress Private Security specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. CPS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested training. CPS operates ten offices and employs approximately 1,700 security officers. CPS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (BSIS) (License No. PPO 120221), by the state of Nevada (License No. PPO 1438), and by Washington state (License No. PPO 730). In the San Francisco Bay Area, CPS is a union company and is signatory to the Service Employees International Union, United Services Workers West (SEIU-USWW) Master Collective Bargaining Agreement.

#### Financial Capacities

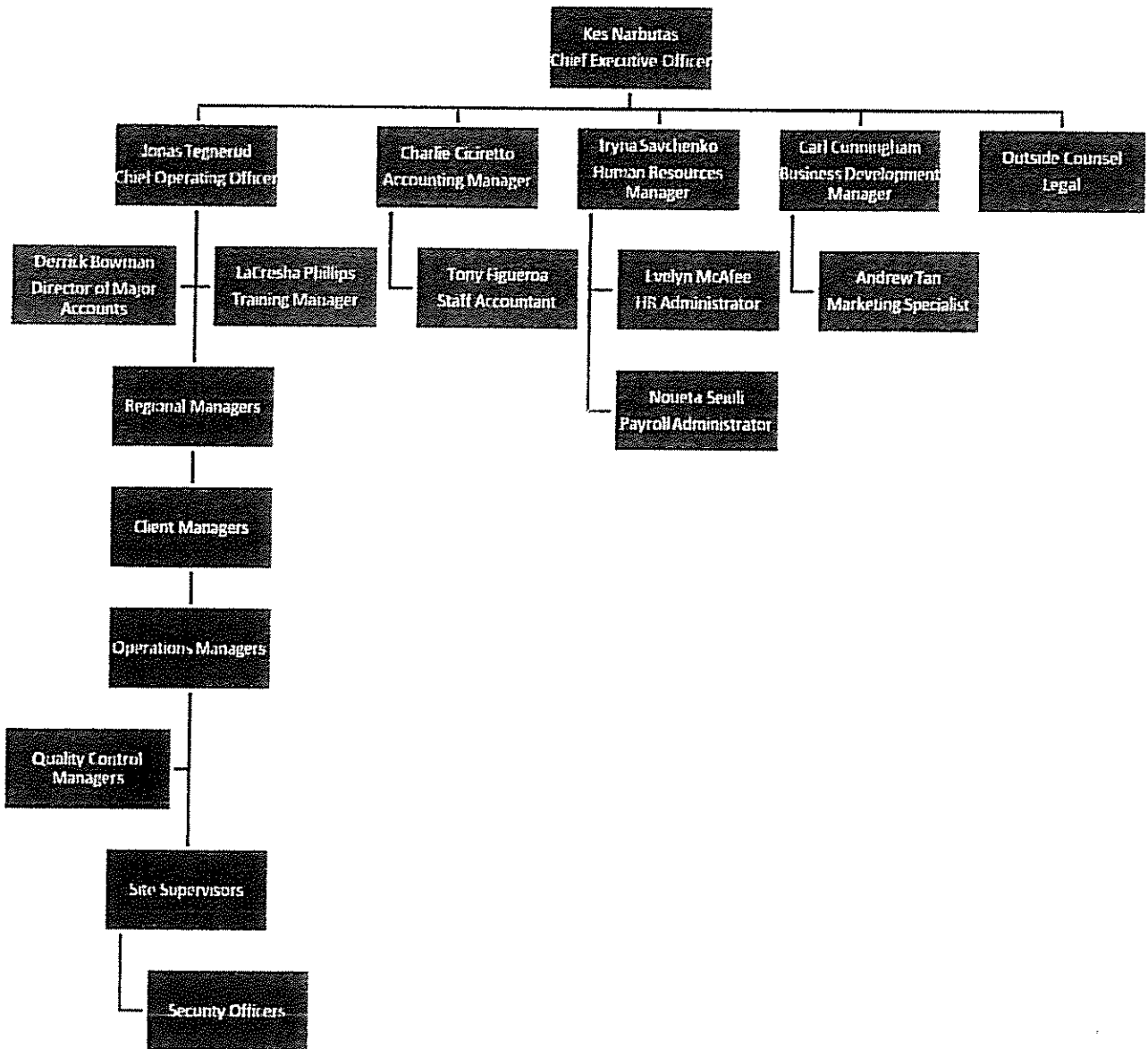
CPS has a well-established and stable financial platform. The company operates at industry standard margins and has consistently maintained profitability for its 22-year history. All growth is supported with internal funds generated within the company. The company has outstanding banking relationships and financing options available when needed to fund payrolls in advance of invoice payments if necessary when it adds new accounts, and bonding capacity from Zurich Insurance Company. The company has annual revenues in excess of \$45 million and has a \$7 million line of credit from a major commercial bank for funding payroll. Have confidence regarding the CPS ability to:

- Make payroll on time, 100% of the time.
- Add and fund a large number of new employees to the payroll.
- Ensure all operational functions are in place at all times.
- Have the financial strength to withstand economic turbulence.

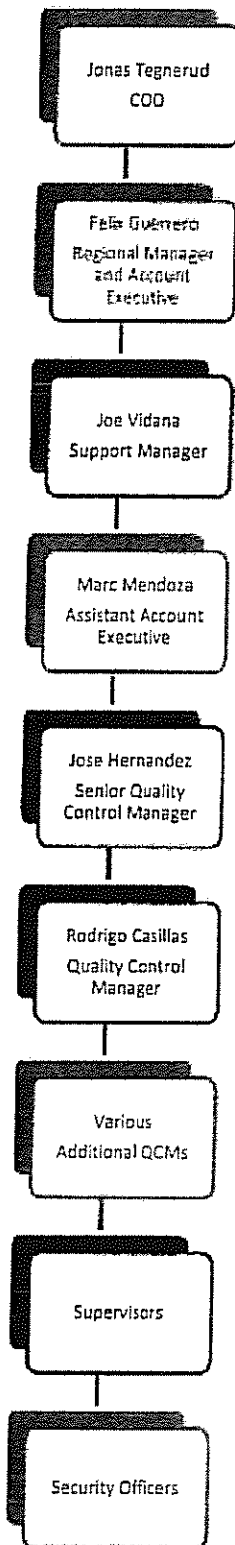
## 2. Organization

### Company Organization Chart

CPS wants to provide Public Works with a direct channel of communication so we can continue to provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy. Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an outline of the CPS overall company organizational structure:



**Project Organization Chart**



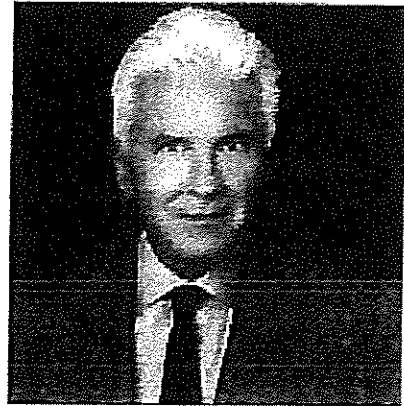
Jonas Tegnerud, as the COO, has ultimate authority over all operations throughout the entire company. Felix Guerrero is the regional manager and will be directly responsible for the County of LA Department of Public Works project as the account executive. Joe Vidana is the local support manager, and he provides logistical support to various projects from the regional office. Jennifer Pinelo, the administrative assistant and regional recruiter, provides support from the local office, particularly in the aspect of ensuring that all posts are staffed and filled by a qualified security officer. Jose Hernandez is the senior quality control manager (QCM), who provides proactive field support and supervision. The dedicated QCM program ensures ongoing support and supervision so that all field officers are performing up to and exceeding expectations.

### 3. Roles and Resumes of Key Staff

#### Executive Team

The CPS executive team is located in San Francisco and is directly involved in providing support to the local team.

**Kes Narbutas, CPP, CIPM II**  
**Chief Executive Officer**  
**Cypress Private Security, LP**



#### Expertise

Law, Executive Management, Strategic Planning, Organizational Planning, Long-term Corporate Strategy, Security Operations, Partnership Organization, Commercial Real Estate

#### Certificates/Affiliations

Certified Protection Professional (ASIS); Certified Institutional Protection Manager (CIPM II); Member California Bar, New York Bar, California Real Estate Broker, BSIS, CalSaga, Portico Properties, KTB Realty Partners, Inc., eQullyhound.com, Inc.

#### Education

PhB - Wayne State University

JD - Antioch School of Law

Kes Narbutas founded Cypress Private Security in 1996 when he was a client of security services for a real estate ownership group. In that capacity, he recognized a void in the marketplace and saw the need for a truly customer service-oriented approach to security. His experience as a successful business attorney and owner/manager of commercial real estate gave him unique insight into the specific needs of the client community, and was the impetus for the creation of Cypress.

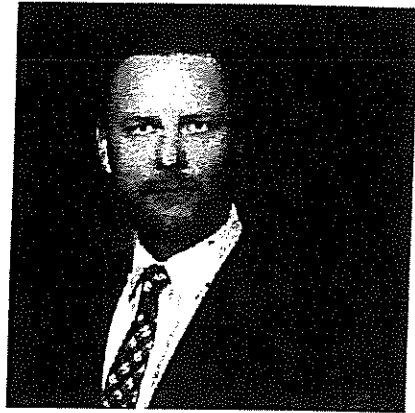
Assembling a highly skilled management team was the key driver to the company's continued growth. Under Mr. Narbutas' leadership, Cypress has grown into a major Western United States regional provider of high quality security services for institutional, governmental, and private commercial enterprises. Cypress has grown to over 1,000 employees working out of nine branch offices throughout California, Washington, and Nevada.

Today, Mr. Narbutas oversees long-range planning, ongoing operations and process development, and he serves as general counsel for corporate affairs. His diverse background in the security industry, law, real estate, and general business operations allows him to share his breadth of experience with the rest of the Cypress executive leadership team.

Under Mr. Narbutas' direction, CPS has reinforced its market leadership position in providing high quality, customer-centric security services. Mr. Narbutas states, "It is our goal to provide the best security workforce management services in the Western United States to quality clients in the markets we serve. We are proud of the long-term client partnerships we have maintained through the years, and we look forward to serving new clients who want to join us in setting the highest standards in the security industry."



**Jonas Tegnerud**  
**Chief Operating Officer**  
**Cypress Private Security, LP**



**Expertise**

Executive Management,  
Personnel Development,  
Project Management,  
Organizational Planning,  
Long-term and Daily  
Operational and  
Corporate Strategies,  
Security Assessments,  
Security Plans and  
Program Protocol  
Development, Security  
Training Plans, Security  
Operations, Quality  
Control Management

**Certificates/Affiliations**

Certified Institutional  
Protection Manager  
(CIPM), BSIS, CalSaga,  
ASIS, FEMA, NCRIC,  
IFCPP, IAHS, Swedish  
Armed Forces, Swedish  
Royal Family

**Education**

Graduated from the  
Swedish Military  
University

In 2002, Jonas Tegnerud joined Cypress Private Security in a project management role and worked on developing and implementing new company-wide procedures. The protocol he has installed over the years blankets many facets of Cypress' operations, ranging from screening and hiring to training and personnel development. His acumen on security protocols, quality assurance, and threat assessment also helped Cypress grow to become the top Western United States security provider.

Mr. Tegnerud graduated from the Swedish Military University in 1994. Specializing in leadership training and personnel development, Mr. Tegnerud was responsible for the long-term and day-to-day planning, implementation, and evaluation of soldiers, specialists, and officers. During his time with the Swedish Armed Forces Mr. Tegnerud also performed security-related duties with the Swedish Royal Family. He handled many sensitive matters and received great experience in learning how to operate successful and effective security in highly visible as well as low-key settings.

The expertise and insights he gained from his military background prepared him well for his role at Cypress. His deep understanding of successful security has made him a valuable asset when the CPS team plans security programs for new clients. Many of his policies have been integral in shaping the success of CPS, especially his high standards for quality control and maintaining proactive communication with clients. Mr. Tegnerud also successfully led the transition of several large and prestigious accounts.

As Chief Operating Officer and a member of the Cypress executive team, Mr. Tegnerud is responsible for all operations-related tasks such as quality assurance, contract compliance, and client relations. With his leadership and management skills, as well as his knowledge of the security industry, the everyday operations run like clockwork. Together with the rest of the CPS team, Mr. Tegnerud has developed an efficient and well-motivated workforce based on personal responsibility, integrity, and customer service.

The CPS Team for the County of Los Angeles Department of Public Works

CPS has put together a highly skilled team to lead the security program and oversee the operation on a day-to-day basis.

**Felix Guerrero**  
**Regional Manager**  
**Account Executive for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety, Emergency Response,

**Education**

Metropolitan High School, Rio Hondo College, Firearms Training Academy

**Certificates/Affiliations**

BSIS, FEMA, DSMA, CPI  
 FEMA: Basic Workplace Security Awareness; FEMA, Workplace Violence Awareness; FEMA: Active Shooter, FEMA: Introduction to the Incident Command Center, Downtown Security Manager's Association; Certified Firearms Instructor

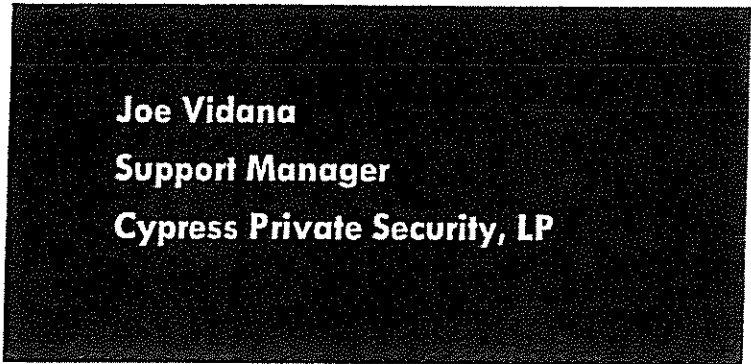
Felix Guerrero has worked in the security industry for over eighteen years, spending much of his career in armed security operations, training administration, and supervisory roles. He joined Cypress Private Security in 2009 and is now the client manager at the CPS Los Angeles branch office located in Santa Fe Springs. Possessing a number of certifications that demonstrate his tactical and leadership skills, Mr. Guerrero provides a steady presence for any high risk operation that demands armed force.

His credentials include graduation from the Firearms Training Academy. His BSIS certificates qualify him to train in the areas of weapons of mass destruction, security patrol procedures, armed officer safety, and more. He has also undergone a variety of FEMA-approved training, including courses on workplace violence and active shooters.

As a certified firearms instructor, Mr. Guerrero understands the gravity of responsibility. His years of experience have empowered him to oversee high risk security operations staffed by armed officers. With Cypress, Mr. Guerrero manages 40 armed guards in the Los Angeles area. During his tenure, all high risk sites he oversees have seen a marked decrease in violent or threatening incidents. His expertise in defusing conflicts before they escalate has been an example to all the armed officers under his authority.

Mr. Guerrero also regularly communicates with his fellow members of the Downtown Security Manager's Association. This organization of security and law enforcement professionals is designed for members to share homeland security information and best practices.

Whether providing security services for sensitive government municipalities or private companies, his history clearly demonstrates a pattern of success. Mr. Guerrero's attitudes and experience make him a dependable and trusted frontline leader for all domestic security operations.



**Expertise**

Client Relations,  
Customer Service, Human  
Resource Interviewing,  
Scheduling, Staff  
Development, Emergency  
Response, Training and  
Compliance,  
Timekeeping/Payroll  
Verification

**Education**

Administration of Justice,  
East Los Angeles  
Community College

**Certificates/Affiliations**

United States Marine  
Corps

**BSIS**

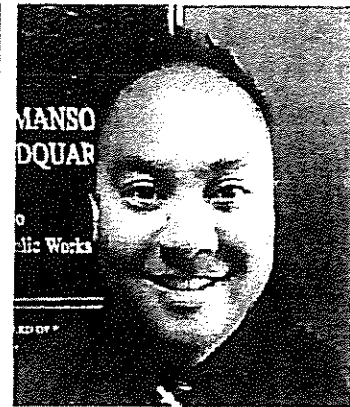
Joe Vidana is a support manager with Cypress Private Security in the Los Angeles region. As a support manager, his role is to assist the regional manager with client relations, administrative duties, and operational support. He helps ensure local branch compliance to company policies and procedures. His responsibilities include day-to-day oversight regarding employee staffing, scheduling, training, quality assurance, and service goals.

Mr. Vidana first joined the Cypress team in 2009, serving as a security director who managed the security team and operations for the Los Angeles Department of Public Works headquarters. In this role, he developed and executed drills and training plans for staff and select personnel in order to ensure proper emergency and medical response. As an on-site director, he regularly analyzed and revised facility security procedures for constant optimization, and he interacted face to face with a high volume of visitors as he maintained working relationships with client representatives in order to maintain high quality customer service.

In addition to his work with Cypress, Mr. Vidana has also served as an operations manager for an international private security company, where he developed and refined many of the skills and abilities he now uses today. Prior to joining Cypress, he worked for almost two decades as an office operations and facilities manager for a major law firm in Los Angeles. His specialty was communications, guest services, office security, and data tracking.

A motivated, helpful, and team-oriented leader, Mr. Vidana also served in the United States Marine Corps and received an honorable discharge.

**Marc Mendoza**  
**Assistant Account Manager for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Critical City Infrastructure  
Security Programs, Client  
Relations

**Education**

Cal State University  
Northridge (B.A.,  
Sociology)

**Certificates/Affiliations**

Peace Officer Standards  
and Training (Basic,  
Intermediate, Advanced)  
Certificates, Glendale  
Police Department, FBI  
Analysis and Interrogation  
Techniques, FEMA  
Incident Command  
System, California  
Narcotics Officer  
Association Undercover  
Operations, Dragnet  
Street Racing and  
Modified Vehicle  
Investigation

Marc Mendoza has been with Cypress since 2013. From 1992 to 2011, he served as a police officer in the Glendale Police Department. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Mr. Mendoza's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career.

In the private security industry, Mr. Mendoza has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

As the assistant account manager, Mr. Mendoza and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated client manager. He will guide and oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.

**Jennifer Pinelo**  
**Administrative Assistant/Recruiter**  
**Cypress Private Security, LP**



**Expertise**

Talent Acquisition,  
Security Recruitment,  
Staffing and Hiring  
Processes, Customer  
Service, Administration

**Education**

Santa Monica College  
El Camino College

Jennifer Pinelo is the recruiter and administrative assistant for the Santa Fe Springs branch office. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to Cypress' clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Ms. Pinelo provides additional administrative support to the local management team.

Prior to joining Cypress, Ms. Pinelo worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Ms. Pinelo also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Her willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and administrative assistant for Cypress.

**Jose Hernandez**  
**Senior Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Medical/Healthcare  
Security Services, Client  
Relations

**Education**

East Los Angeles College  
(Admin. of Justice  
Associate in Arts)

**Certificates/Affiliations**

American Red Cross: First  
Aid, CPR, AED; FEMA  
Emergency Response;  
Children's Hospital Los  
Angeles; MOAB,  
Weapons of Mass  
Destruction

Jose Hernandez joined Cypress Private Security in 2014. Previously, he was an operations manager at AlliedBarton, supervising approximately 2500-3000 contract hours per week. He managed multiple teams of officers and supervisors and also handled administration duties, scheduling, payroll, training, and employee development. He also maintained relationships with clients. With such a great amount of managerial experience, he is well-suited for the role of senior quality control manager, and he enjoys fostering camaraderie between Cypress and our clients.

His specialties include leadership and management, customer service, and compliance. One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Cypress management team. With his experience with security operations and management, he understands client needs as they relate to security protocols.

Mr. Hernandez has also served in a managerial capacity for the security programs at the Children's Hospital LA (1900 contract hours per week) and Akal Security, Chief Medical Division (multiple medical/healthcare centers, responsible for approximately 15,000 contract hours per week). He has been working in the private security industry since 1995. He is responsible for operations management and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

**Rodrigo Casillas**  
**LA Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, On-site Security Management, Security Assessments, Security Program Planning, Security Officer Training Plans, Firearms and Tactics, Crime Scene Investigations, Client Relations, Customer Service, Emergency Response

**Education**

James Garfield High School  
Los Angeles Police Academy

**NTMA**

**Certificates/Affiliations**

BSIS, Fire, Life, and Safety,  
Los Angeles Police Department

Rodrigo Casillas, an experienced law enforcement and private security professional, joined Cypress Private Security in 2010. A former police officer with the Los Angeles Police Department, Mr. Casillas is a disciplined individual with commendable personal integrity.

Thanks to his experience and years of proven leadership, he is certainly an ideal choice to serve as part of the Public Works team. His professional background includes extensive customer service, detailed reporting, and virtually every aspect of security services. As a supervisor, he has repeatedly demonstrated an ability to juggle multiple responsibilities while managing an organized team of security officers and engaging with client management teams.

With experience providing armed and unarmed security, Mr. Casillas is seasoned in the security industry. For the private sector, he has performed patrols, managed access control, and defused incidents with aggressive and disruptive individuals. As a police officer, Mr. Casillas enforced California penal and vehicle codes, investigated crime scenes, and testified in court. Time and again he demonstrated his willingness to serve the public trust.

Currently, Mr. Casillas performs his duties at one of Cypress' most prominent government clients, the L.A. County Department of Public Works. There, he executes daily security initiatives, regularly collaborating with client management to provide customized and adaptive security services. He has established a character of reliability and he consistently displays sound judgment and authoritative but respectful leadership qualities.

Mr. Casillas is a leader who leads by example. Cypress management praises the quality of his excellent work. In 2011, he won the Cypress Private Security Best Appearance of the Year Award for his sharp appearance and his ability to project the quintessential Cypress officer presence whenever he is on duty.

**LaCresha Phillips**  
**Training Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Officer Training  
Plans, Customer Service,  
Talent Acquisition, Staffing  
and Hiring Processes,  
Security Officer  
Management, Dispatch  
Services, Monitoring  
Systems

**Education**

City College of San  
Francisco

Westmoor High School

**Certifications**

BSIS Guard Card Trainer

CPR/First Aid Trainer

MOAB Trainer

Mental Health Trainer

LaCresha Phillips has been a part of Cypress Private Security since 2008. She began her tenure at Cypress as a security officer performing patrols, access control functions, CCTV monitoring, and lobby duties at a high-rise building. Eventually, Ms. Phillips was promoted to shift lead officer, where she grew as a leader and became involved in shift dispatching and supervising.

Not long after that, she was promoted to quality control manager. As a QCM, she conducted on-site field checks on all of our San Francisco region sites. She supervised officers, and she conducted mobile patrols and facility lock-up procedures throughout San Francisco. Ms. Phillips also gained experience in overseeing overall security projects and assisted with HR, payroll, and scheduling. Before taking on the role of training manager, she served as the San Francisco office manager and regional recruiter.

Now, as the training manager, she uses her skills to assist our regional manager, support managers, and client managers with all of their needs in training programs and developing employee career plans. Her background as a field officer makes her ideal in the training process. One of the core traits of her character is her desire to help people use their talents to their full potential. As a part of Cypress, she continues to strengthen the company by training responsible and qualified individuals and maximizing each assignment for the overall benefit of the community at large.



**Carl Cunningham**  
**Business Development Manager**  
**Cypress Private Security, LP**



**Expertise**

Business Management,  
Business Development,  
Security Operations,  
Professional Sales,  
Workplace Injury Prevention,  
Healthcare Security Program  
Development, High Rise and  
Commercial Building  
Certifications

**Professional Affiliations**

American Society of  
Industrial Security (ASIS),  
Building Operators and  
Managers Association  
(BOMA), Institute of Real  
Estate Management (IREM),  
California Association of  
Community Managers  
(CACM), International  
Association for Healthcare  
Security & Safety (IAHSS),  
San Francisco Electronic  
Crimes Task Force (Secret  
Service), Northern California  
Regional Intelligence Center  
(Department of Homeland  
Security), InfraGard (FBI)

Carl Cunningham joined Cypress Private Security in 2010 following a successful career working for a large, international security firm. When Mr. Cunningham encountered CPS and learned of its vision and values, he was immediately attracted to the company. Cypress Private Security is a growing regional company that fosters a small company's ability to reach out to individual clients and recognize each employee's efforts and contributions. These are traits Mr. Cunningham has continued to develop in his role at CPS.

Mr. Cunningham says, "Shortly after joining Cypress Security, I knew it was a good career move where I could grow with the company. I encourage all quality security professionals to take a look at Cypress Security for the next step in their careers."

Working at the top security firm in the Western United States certainly is something he doesn't take for granted. He enjoys the camaraderie, not only between employees, but between the company and our clients. The personal consideration a client receives is something Mr. Cunningham truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the CPS management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Mr. Cunningham has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

#### 4. Relevant Experience

Since the founding of Cypress Private Security in 1996, CPS has continued to expand and evolve its operations, becoming an elite private security services agency in the Western United States. CPS employs armed and unarmed security officers that exceed stringent selection criteria and extensive training and certification levels in order to serve critical facilities and dynamic government clients. CPS' critical facility clients benefit greatly from the speed, personal service, and flexibility of a thriving local provider and, at the same time, experience the strength and support of a regional leader.

CPS' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Government agencies similar to the Department of Public Works find CPS to be the ideal security services partner.

According to the San Francisco Municipal Transportation Agency 2011 Performance Review (contracting over 80 CPS armed and unarmed officers from 2008 to present), "Cypress has assisted with all SFMTA needs throughout the contract term while costs have remained approximately \$1 million under budget. Cypress has seamlessly resolved problems and issues as required by the contract. The company has accepted all responsibility for resolving problems within its scope of services and implemented corrective actions quickly."

As the incumbent security provider for the County of LA DPW, CPS is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable CPS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Several other relevant current and recent CPS clients include:

- Los Angeles Police Department
  - \$2 million per year
  - 2/2017 to present
  - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
  - \$5.5 million per year
  - 09/2013 to 11/2018
  - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- Arts District Los Angeles
  - \$680K per year
  - 11/2017 to present
  - Unarmed officers provide bicycle, foot, and vehicle patrol. Officers provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.

- City of Glendale
  - \$600,000 per year
  - 04/2012 to present
  - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
  - \$500k per year
  - 2/2018 to present
  - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
  - \$50,000 per year
  - 01/2012 to present
  - Unarmed services for the transit center. Access control, foot patrol, emergency response.
- City of Modesto
  - \$400k per year
  - 07/2012 to present
  - Unarmed services for various City facilities including office buildings, and administrative facilities. Duties include mobile and foot patrols, access controls, and emergency response.
- San Francisco Municipal Transportation Agency
  - \$7 million per year
  - 09/2008 to present
  - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- Fillmore Center (San Francisco)
  - \$800k per year
  - 12/2015 to present
  - Unarmed services. 24/7 coverage for 1.1 million SF high-end residential towers and mid-rise complex with commercial tenants covering four city blocks in a mixed

income neighborhood. Duties include roving foot/bicycle patrols, emergency response, and access control. CPS also staffs a security control center.

- East Bay Municipal Utility District
  - \$2.5 million per year
  - 07/2004 to present
  - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
  - \$3.1 million per year
  - 5/2015 to present
  - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.


Cypress Private Security serves a number of relevant government clients. Among the largest and most complex are the **San Francisco Municipal Transportation Agency (SFMTA)**, the **Los Angeles Police Department**, the **City of Glendale**, and the **East Bay Municipal Utility District**. At the 1.2 million square foot **Ronald M. George State Office Complex** in San Francisco, Cypress provides security to a class-A high rise multi-tenant office building. There, Cypress performs access control screening (visual, X-ray station, magnetometer, and wand screening) and operates and monitors a variety of electronic security technology such as a proximity card access system and fire control center. Since beginning these partnerships, CPS has instituted proven management and security practices that have increased public safety and reduced vandalism to client property. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of transit security meets its stated goals. Every CPS officer and manager attends monthly quality control meetings in order to document issues, evaluate them, and implement the proper solution. This organized process allows CPS to share best practices across all company lines.

5. Minimum Mandatory Requirements


1) PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.

The license is issued pursuant to and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

- - - POST IN PUBLIC VIEW - - -

1234-CERT04L 110218

**2) Years of Experience**

Cypress has 23 years of experience providing security services for private and public institutions. The company was founded in 1996 and has been providing security continuously ever since.

**3) Experience of Supervising Employee**

Felix Guerrero, our regional manager, has worked in the security industry for about 20 years, and he has been at Cypress since 2009 in a managerial capacity.

**4) Bid Guaranty**

Cypress has included the requested bid guaranty with this proposal. It is included as an attachment.

**5) Faithful Performance Bond**


If awarded the contract, Cypress agrees to provide a faithful performance bond in the sum of not less than 50% of the annual contract price, as specified in the RFP.

## 6. WORK PLAN

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### Staffing Plan

Cypress will utilize its training and managerial resources in order to implement a site assessment and training program, maximizing its incumbent status throughout the transition and delivery of the work plan. While we will still need to transition new locations, they will also benefit from this enhanced transition plan. Lead by Felix Guerrero, Rodrigo Casillas, and Marc Mendoza, our familiarity with the intricacies of working for and with the County will allow us to focus on what matters most: officer development with the goal of customer service and asset protection. While our managers, with over 60 years of security experience, begin updating the post orders and implementing our work plan, they will utilize some of the following resources. For the benefit of Public Works, our officers, managers, and client will be supported by our manned 24/7 watch commander station located in Santa Fe Springs. Our hands-on mechanism for officer support and site check training program is operating with over 336 hours per week of mobile supervision/training through its various quality control management programs. Delivery of service will not just be in the field. Jennifer Pinelo and her team at the local office are available to help officers with uniforms, inquiries, and schedule changes if needed. Building and retaining a highly effective security program is a hands-on and labor-intensive job. This is one of the primary reasons why Cypress is uniquely qualified to perform the work for LACDPW. We know the tasks required and are preparing to evaluate and improve wherever possible our current program. Included here is our current staffing plan for Public Works. The staffing plan will be updated to account for the new scope of work to reflect the new RFP.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																	
																	
COMPANY NAME: Cypress Security COMPANY ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670 PROJECT: Security Services Contract# 78216 DEPARTMENT NAME: LACO DPW Field Facilities																	
Employee Name	FACILITY/LOCATION	POSITION TITLE	ROVER(S) (IF A ROL)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME PART TIME	HOURS							COUNTY TOTAL HRS	NON-CITY TOTAL HRS		
							MON	TUES	WEDS	THURS	FRI	SAT	SUN				
Aragon, Blanca E	2275 Alacazar	Armed Security		0700-1500	8	Full Time	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	40	
Josefito Perilla	Pacoima Dam	Armed Security		1500-2300	8	Part Time	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	24	
Maged Sardek	QCM	Armed Security Unarmed/Armed	Rover	1800-0600	8	Full Time	8	8	8							40	
Rick Carter	LAC Park&Ride Via Verde LAC Park&Ride Via Verde LACO DPW Eaton Yard LAC Park&Ride Fairplex	Unarmed security Unarmed security Unarmed security Unarmed security		1300-1900 1400-1900 0000-0900 1300-2000	6 5 8 7	Full Time						6				6 15 8 7	
Calano, Rogelio	Hollydale Yard Hollydale Yard	Armed Security Armed Security		0000-0800 1600-0000	8 8	Full Time	OFF							OFF		16 24	





Jackson, Terry L	Imperial Yard	Armed Security	1700-2400	7	Full Time	7	7	7	7	7	7	OFF	OFF	35
Octoa, Rudy	1525 Alcazar Yard South Yard	Armed Security Armed Security	1500-2300 2300-0600	6 7	Part Time	7	7	OFF	OFF				0	8
														16
														14
Haban, Perfecto	1525 Alcazar yard	Armed Officer	2300-0700	8	Full Time	8	8	OFF	OFF				0	8
														40
Perez, Francisco	1525 Alcazar Yard	Armed Security	0700-1500	8	Full Time	8	8							16
	1525 Alcazar Yard	Armed Security	1500-2300	8	Full Time			OFF	OFF				0	16
	2275 Alcazar Yard	Armed Security	1500-2300	8	Full Time									8
Portillo Freddy	HAGLA	Unarmed Security	0000-0800	8	Full Time	8	8							40
		Unarmed Security	0800-0800	0	Full Time									
			Rover											
Ynchausti Ricardo	LAC Park & Ride Fairplex	Unarmed Security	0500-1300	8	Full Time	8								16
	LAC Park & Ride Fairplex	Unarmed Security	1200-2000	8	Full Time									8
	LAC Park & Ride Fairplex	Unarmed Security	0500-1200	7	Full Time									14
Velasquez Sonia	LAC Park & Ride Aclon	Unarmed Security	0400-0800	4	Part Time	4	4	4	4	4	4	OFF	OFF	20
Espinosa Freddy	2275 Alcazar Yard	Armed Security	2300-0700	8	Full Time	8	8							24
	1525 Alcazar Yard	Armed Security	2300-0701	8	Full Time	8	8	8	8	8	8	OFF	OFF	16

Daniel Herrera	Eaton yard	Unarmed Security	1600-000	8	Full Time	8	8	8	8	OFF	OFF	8	8	40	0
Rosas Elvira	LAC Park&Ride Via Verde LAC Park&Ride Fairplex	Unarmed Security	0600-1400 0500-1200	8 8	Full Time	8	8	8	8	8	7	8	8	32	0
Casillas Rodrigo	LA QCM	Rover	0800-1600	8	Full Time	8	8	8	8	8					40
See Inq Go Chua	San Gabriel Patrol San Gabriel Patrol	Armed Patrol Armed Patrol	0600-1600 0800-0600	8 6	Full Time	6	6	6	6	8	8	8	8	16	24
Jorge A Hernandez	Rio Hondo Patrol	Armed Security	1500-2300	8	Full Time	8	8	8	8	8	8	8	8	40	
Alanis Jesus	LACO DPW Palmdale Yard	Armed Officer	2200-0600	8	Full Time	8	OFF	OFF	8	8	8	8	8	40	
Edwin Guerrero	Building and Safety South West	Unarmed Officer	0800-1800	10	Full Time	10	10	10	10	10	OFF	OFF	OFF	40	

	LA Puente Building & Safety	LA Puente Building & Safety	Armed Officer		1730-0000	0.5	Full Time	6.5	6.5	OFF	0.5	0.5	0.5	0.5	7	7	7	14	26
Alex Mets	LA Puente Building & Safety	LA Puente Building & Safety	Armed Officer		1730-0030	7													
Tandeka Arcilla-bali	HACLA Imperial Yard	Rover	Unarmed Officer Armed Officer		2300-0700 0000-1000	0 0	Full Time								0 0	0 0	0 0	0 0	24 24
Alfredo Francisco	Rio Hondo Patrol	Rover	Patrol Officer		2200-0800	0									0 0	0 0	0 0	0 0	40 40
Mancilla Alfredo	GWP Patrol San Gabriel Patrol LA Puente Building & Safety		Unarmed Officer Armed Officer Armed Officer		1800-2300 1800-0000 1530-0000	5 0 6.5	Full Time								5 0 6.5	5 0 6.5	0 0 0	0 0 0	10 16 6.5
Jose Luna Solano	Eaton yard Eaton yard Eaton yard		Unarmed Officer Unarmed Officer Unarmed Officer		1600-0000 0000-0600 1600-0000	0 5 0									0 6 0	0 6 6	0 0 0	0 0 0	30 30 0
Esposito Lusbeth	South yard South Yard		Armed Security Armed Security		1600-2400 1700-2300	0 0	Full Time								0 0	0 0	0 0	0 0	16 24
Sandra Ramos	ND Sepulveda Hansen Yard		Unarmed		2200-0800 2000-0400	0 0	Full Time								0 0	0 0	0 0	0 0	24 16
Ivan Doseghiano	HACLA LACO DPW FF		Armed Officer Armed Officer		1500-2300 1500-2300	0 0									0 0	0 0	0 0	0 0	40 40
Lionso Martiniz	Glendale transit center LACO DPW FF	Rover Rover	Unarmed Security Armed Security		0600-1600 0600-1600	0 0	Part-Time								0 0	0 0	0 0	0 0	40 40

Nancy McCue	LA Puente Building & Safety San Gabriel Patrol	Armed Security Armed Security		0600-0730 0800-0900	8 8	Full Time Full Time				7.5 7.5								15 24
Gavrgy Madesyan	LAC Park&Ride Ventura	Unarmed Security		1400-1800	4	Full time	4	4	4	4	4							20
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0600-1600	10	FULL TIME	10	10	10	10								40
Luis Rodriguez	LACO DPW HQ	Armed Security	Rover	0600-1600	10	FULL TIME	10	10	10	10								40
Melanie Montez	LAC Park&Ride Fairplex LAC Park&Ride Fairplex LAC Park&Ride Via Verde LAC Park&Ride Via Verde	Unarmed Security Unarmed Security Unarmed Security Unarmed Security		1200-2000 1300-2000 0800-1300 1400-1900	8 7 7 5	Full Time		8	8			7			7	OFF	OFF	16 7 7 5
Edgar Monitel	LACO DPW HQ	Armed Security	Rover	0800-1800	10hrs	FULL TIME	10	10	10	10								40
Rigoberto Solano Luna	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time	8	8	8	8								40
Alejandro Velez	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time	8	8	8	8								40
Ermad Sakia	2275 Alcazar yard LACO DPW FF	Armed Security	Rover	2300-0700	8	Full Time	OFF	OFF	OFF	OFF	8	8	8	8	8	8	8	40
Angel Cuevas	2275 Alcazar yard	Armed Security		0700-1500	8	Full time												40

Wilfredo Velazquez	LAC Park&Ride Action	Unarmed Security	0800-1500	7	Full Time	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	35		
Arturo Solizano	LACO DPW FF	Armed Security	ROVER(S) 1600-0000	8	FULL-TIME																	40	
Rene Cuadroz	LACO DPW FF	Armed Security	ROVER(S) 0800-0800	8	FULL-TIME																	40	
Rita Dees	QCM	QCM	Rover 0800-1600	8	Full Time																	40	
Cindy Rubalcava	QCM	QCM	Rover 0800-1600	8	Full Time																	40	
Izabel Espinoza	HACLA	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME																	40	
Evan Guzales	HACLA	Unarmed Security	ROVER(S) 0100-0500	8	FULL-TIME																	40	
Serob Motisoyan	Building and Safety La Puente	Armed Security	2300-0700	8	FULL-TIME																	40	
William Morales	Rio Hondo Patrol	Armed Security	0800-1600	8	FULL-TIME																	40	
Ralph Sanchez	LAPD Contract	Unarmed Security	ROVER(S) 0000-0800	8	FULL-TIME																	40	
Robert Sarian	HACLA	Armed Security	ROVER(S) 0800-0800	8	FULL-TIME																	40	
Kaseema U Jackson	HACLA	Unarmed Security	ROVER(S) 0000-0800	8	FULL-TIME																	40	
Carlos Ortega Moz	LACO PDW Action	Unarmed Security	1530-2230	7.5	FULL-TIME					7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	37.5		
Troy Crawford	1525 Alcazar yard	Armed Security	1500-2300	8	FULL-TIME																40		
Jose Vidana	LA Support Manager	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME																	40	
Gary Torres	QCM	Armed Security	ROVER(S) 1100-1900	8	FULL-TIME																	40	
Kwane Perns	Roscoe's	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME																	40	
Massood Owranjhi	HACLA	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME																	32	8

Donte Thomas	Glendale Transit Center	Unarmed Security	ROVER(S)	1400-2200	0	FULL-TIME							40
Elizabeth Rosa	Roscoe's	Unarmed Security	ROVER(S)	1600-0000	0	FULL-TIME	0		0	0	0	0	40
Michael Hernandez	GWP	Unarmed Security	ROVER(S)	0500-1300	0	FULL-TIME	0		0	0	0	0	40
Richard Rea	LACO PHF	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Meonshay Gardner	LACO PHF	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Quang Truong	LACO PHF	Unarmed Security	Rover	0000 - 0800	0	FULL-TIME	0		0	0	0	0	40
Amesha Maya	LACO PHF	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Jarrell Colton	LACO PHF	Unarmed Security		0000 - 0800	0	FULL-TIME	0		0	0	0	0	40
Angela Huey	LACO PHF	Unarmed Security		0800 - 1600	0	FULL-TIME	0		0	0	0	0	40
Ziarra Oreilh	LACO PHF	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Joshua Pinelo	Cypress Scheduler	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Tenrice Favre	LACO PHF	Unarmed Security		0800 - 0800	0	FULL-TIME	0		0	0	0	0	40
Tanya Sawyer	QCM	QCM	ROVER(S)	0800 - 0800	0	FULL-TIME	0		0	0	0	0	40
Valencia Hill	LACO PHF	Unarmed Security		0800 - 1600	0	FULL-TIME	0		0	0	0	0	40
Albert Escobardez	Glendale Transit	Unarmed Security	ROVER(S)	1400 - 2200	0	FULL-TIME	0		0	0	0	0	40
Layovdia Bradford	SGT	SGT	ROVER(S)	2300 - 0700	0	FULL-TIME	0		0	0	0	0	40
Marie Meza Gonzalez	Hansen Yard	Armed Security		2000 - 0400	0	FULL-TIME	0		0	0	0	0	32
Juan Valenzuela	SGT	SGT	ROVER(S)	0700 - 1500	0	FULL-TIME	0		0	0	0	0	40
James Clifton	LACO PHF	Unarmed Security		1600 - 0000	0	FULL-TIME	0		0	0	0	0	40
Joe Gary	SGT	SGT	ROVER(S)	0700 - 1500	0	FULL-TIME	0		0	0	0	0	40
Troy Kennedy	LACO PHF	Unarmed Security		1600 - 0800	0	FULL-TIME	0		0	0	0	0	40
Angol Bailey	LACO PHF	Unarmed Security		0800 - 1600	0	FULL-TIME	0		0	0	0	0	40
Folipa Valdivia	SGT	SGT	ROVER(S)	0800 - 1600	0	FULL-TIME	0		0	0	0	0	40
Jose Hernandez	Sr. QCM	QCM	ROVER(S)	1500 - 2300	0	FULL-TIME	0		0	0	0	0	40
Escar Galindo	HACLA		ROVER(S)	0800 - 1600	0	FULL-TIME	0		0	0	0	0	40
Juan Fortin	HANSEN YARD	Armed Security	ROVER(S)	1600 - 0600	0	FULL-TIME	12		0	0	0	0	36
Jose Gonzalez Bazaan	HACLA	Armed Security	ROVER(S)	2000 - 0400	0	FULL-TIME	0		0	0	0	0	32

Steve Hernandez	LACO PHF	Unarmed Security	ROVER(S)	0000 - 0800	8	FULL-TIME	8	8	8	8	40	
Keith Jettler	LACO PHF	Unarmed Security	ROVER(S)	0800 - 1600	8	FULL-TIME	8	8	8	8	40	
Toya Given	HACLA	Unarmed Security		2200 - 0600	8	PART-TIME	8			8	24	
Mana Rohr	SFS PATROL	Unarmed Security	ROVER(S)	2000 - 0400	8	FULL-TIME	8	8	8	8	40	
Jerry Beaman	HACLA	Unarmed Security	ROVER(S)	2000 - 0400	8	PART-TIME	8			8	24	
Andres Vera	LA QCM	QCM	ROVER(S)	1600 - 0000	8	FULL-TIME	8	8	8	8	40	
Tammy Carlos	HACLA	Unarmed Security		2000 - 0400	8	PART-TIME	8			8	32	
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0800 - 1800	10	FULL-TIME	10	10	10		40	
Desire Perez	LAC Park&Ride Via Verde LAC Park&Ride Fairplex	Unarmed Security		0600-1400	8	Full Time	8	8	8		32	
Stephen Sautenas	SFS QCM	QCM		0500-1200	8				7		7	
Isaac Guevara	SFS QCM	QCM		0600 - 1400	8	FULL-TIME	8			8	40	
Juan Morales	LACO DPW	Unarmed Security		2200 - 0600	8	FULL-TIME	8	8	8	8	40	
Jonathan Castro	SGT PHF	Armed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	40	
Luis Arliga Flores	LACO PHF	Unarmed Security		2300 - 0700	8	FULL-TIME	8	8	8	8	40	
Bryan Espana	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	40	
Robert Garcia	SGT. PHF	Armed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	40	
Lerna Mays	LACO PHF	Unarmed Security		0700 - 1500	8	FULL-TIME	8			8	40	
Emma Padilla Camp	LACO PHF	Unarmed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	40	
Frank Tackwood	Rover	Unarmed Security	Rover	0800 - 1600	8	FULL-TIME	8	8	8	8	40	
Sylvana Thomas	LACO PHF	Unarmed Security		1600 - 0000	8	On Call	8	8	8		0	
Travon White	LACO PHF	Unarmed Security	Resigned	0000 - 0800	8	FULL-TIME	8	8	8	8	40	
Hugo Hinojosa	QCM	QCM		0000 - 0800	8	FULL-TIME	8	8	8	8	40	
Nicole Harrison	DPW PHF	Unarmed Security	ROVERS	0700 - 1500	8	FULL-TIME	8	8	8	8	40	
Saul Martinez	Hansen Yard	Armed Security		2300 - 0700	8	FULL-TIME	8	8	8	8	40	
Narendra Pamar	HACLA	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	40	
				2000 - 0400	8	FULL-TIME	8	8	8	8	40	
				2100 - 0900	8	FULL-TIME	8	8	8	8	40	





Michelle Ramirez	San Gabriel Patrol	Armed		0000-0500 1600-0000	5 to 8	FULL-TIME			5	5	5	8	8	8	31	
La Wanda Reed	DPW Yards, PHF, LAPD	Unarmed		0000-0500 0800-1600	5 to 8	FULL-TIME			5	5	5	8	8	8	20	16
Jovidean Hinojosa	Quality Control Manager	OCM	ROVERS	0000-0800	8	FULL-TIME	8			8	8	8	8			40
Maria Vizcaino	Ventura Park & Ride	Unarmed		0600-1400	8	FULL-TIME	8		8	8	8	8			40	
Gilbert Bayls	LAPD Contract	ARMED	ROVERS	0630-1500	8	FULL-TIME	6.5		8	8	8	8				38.5
Joseph Candier	LAC DPW FF	ARMED		0000-0800	8	FULL-TIME	8			7	7	8	8	8	38	
Keavy Frias	PHF RIO HONDO	UNARMED		1830-0000 0000-0630	6.5	FULL-TIME			5.5	5.5	5.5	5.5	6.5	6.5	35	
Marcelina Reynolds	PHF Lomita	UNARMED		1830-0000		FULL-TIME			5.5	5.5	5.5	5.5	5.5	5.5	33	
Rasheeda Shaheed	City of Glendale	UNARMED	ROVERS	1700-0000	5 TO 7	FULL-TIME	5.8		5.8	5.8	5.8	5.8				30.2
Samik Talavosian	ON CALL	ARMED	ROVERS	1600-0000	8	FULL-TIME										40
Efrain Telles	PHF SGT	ARMED		1830-0000	5.5	FULL-TIME	5.5		5.5	5.5	5.5	5.5	5.5	5.5	33	

**Note:** All of the officers in the staffing plan above are full-time employees of Cypress. Some officers who do not serve a full 40 hours for Public Works make up the additional time for other Cypress clients.

Because Cypress is the incumbent security provider for Public Works, any transition would be minimal. However, our standard transition plan begins once Cypress receives the awarded contract. The client immediately will begin to experience a more disciplined, thorough, and systematic approach to security service. CPS will:

- Seek to understand and operate in harmony with current workflow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.



As phases of the transition plan conclude, CPS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Following are the minimum qualifications of all staff assigned to the Public Works security program.

#### **Unarmed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card) from the state where employed.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages in addition to English a plus).
- No history of felony convictions and must pass a multi-panel drug screen and background check.
- Ability to read, write, understand, and execute written orders, policies, procedures, instructions and handle requests and compile security reports for the client.
- Ability to stand in one location for extended period of times and or complete foot patrols as required by the site.
- Ability to respond to emergency or critical incidents and notify proper authorities as needed.
- Ability to pick up and carry a 20 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and take initiative in completing assigned tasks.
- Must be willing to accept shift work, weekends, holidays, and overtime if needed.
- Have a valid driver's license from the state where employed maintain a clean driving record subject to DMV Pull Program. Clean driving record necessary for patrol positions.
- Patrol and maintain general security of assigned property as described in Post Orders.
- Respond to reasonable business-related customer service requests, which are non-security related.

- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit Daily Activity Reports, Incident Reports, Accident Reports, Hazard Reports, and Condition Reports. Reports must be legible, and routed to Supervisor for distribution.
- Work under general supervision of site supervisor, quality control manager and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Maintain professional communication with clients and patrons.
- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Remain alert and vigilant while on duty.
- Assist other officers in a team-oriented environment.

#### **Armed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card), exposed firearm Card with endorsements for 9mm and .40 calibers, pepper spray/ tear gas certification and baton card.
- Ability to successfully pass a thorough oral interview panel.
- Ability to successfully pass a multi panel drug screen.
- Ability to successfully pass an MMPI-2 psychological evaluation.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages a plus).
- No history of felony convictions or disqualifying misdemeanor offenses.
- Ability to read, write and understand written orders, policies, procedures, and instructions.
- Ability to stand in one location for extended periods of time.
- Ability to climb/walk up 10 levels/flights of emergency stairs.
- Ability to pick up and carry a 25 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and takes initiative while carrying out existing assignments.
- Ability to perform as a team player and act independently.
- Must be willing to work weekends, holidays and overtime.
- Respond to reasonable business-related customer service requests.
- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit daily activity, incident, accident, hazard, and condition reports.
- Work under general supervision of site supervisor, field supervisor, and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Demonstrate professional communications with clients, patrons, and co-workers.
- Patrol and maintain general security of assigned property as described in post orders.

- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Assist other officers in a team-oriented environment.

**Armed Officer Screening**

**Licensing Required** - All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services prior to applying to an armed security officer position.

**Previous Experience Screening** - Cypress recruiters screen all applications for armed security officer positions for previous relevant experience. This is to ensure we screen out any applicants who do not possess the qualifications and background for these positions.

**Oral Interview Panel** - After Cypress recruiters have determined an applicant meets the required licensing and qualifications, the applicant is set up for an oral panel interview with hiring managers. The oral panel interview consists of basic interview questions, job-related scenario questions, use of force scenario questions, and ethical behavior questions. The oral panel interview is rated pass or fail.

**Background Investigation and DOT Drug & Alcohol Screening** - Upon successful completion of the oral panel interview, applicants are setup to complete a 5-panel U.S. Department of Transportation (DOT) drug and alcohol screen, and background investigation. For additional information regarding background checks, see section 6.6. of this proposal.

**Personality Inventory/Psychological Assessment** - After successful completion of all other steps in the hiring process, applicants are given a conditional offer of employment. Employment is contingent of the successful completion of the Minnesota Multiphasic Personality Inventory II (MMPI-2). Cypress uses an experienced police psychologist to administer and assess all armed security officer candidates. The MMPI-2 testing gives Cypress an insight to the candidate's personal characteristics such as ability to work in a team environment, ability to work independently, ability to operate under stress, propensity to alcohol or substance abuse, and propensity to unsatisfactory work ethics or behavior. Candidates are screened with the same standards as an entry level peace officer under California Commission on Peace Officer Standards and Training (CA P.O.S.T.).

### 1. Account Executive/Supervisor

Felix Guerrero is the account executive/supervisor. He has over 20 years' worth of experience in the security industry, and has been with Cypress since 2009 in a managerial capacity. Currently, he is the regional manager. Marc Mendoza will be the assistant account executive. Mr. Mendoza has been with Cypress since 2013, but he served as a police officer in the Glendale PD for almost 20 years.

### 2. Uniforms and Equipment

**Uniforms:** CPS has a full-range uniform system which may be customized according to the requirements of the County of LA Department of Public Works. CPS quality control managers perform regular on-site field inspections and make sure that field officers' uniforms and appearance are presentable and professional.

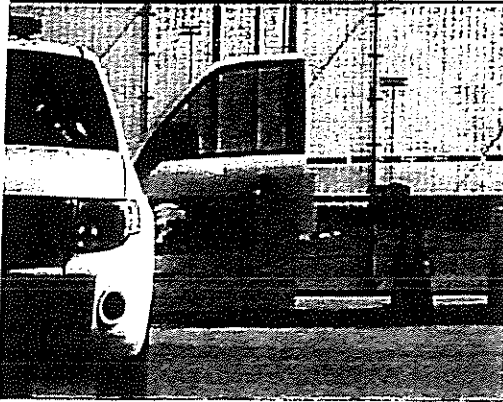
The hard uniform conveys more of an authoritative security presence and is used both indoors and outdoors. The hard uniform consists of a bomber jacket (which can be substituted with a sweater), dress shirt (made of sturdy material), slacks, tie, black socks, and black shoes. It's a professional look for locations where there is a higher potential for security issues.

It is the intent of CPS to work with your management to use the most suitable uniform. CPS views this as an important component when building an identity for the security program that will channel the philosophies and image of Public Works.

Cypress Private Security provides all security personnel with a durable set of uniforms. Officers receive seven shirts and five pairs of pants, with free weekly uniform cleanings via our local support offices.



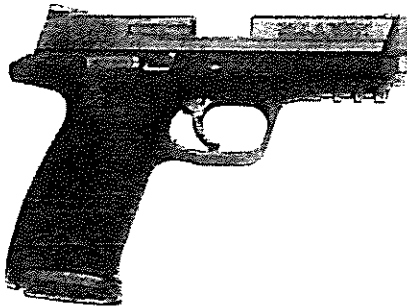
**Equipment:** The best security force always has the proper gear for the job, and CPS officers have access to an assortment of equipment in the field. We analyze your needs and apply the correct tools to maximize efficiency. These are examples of what we can provide for your site.



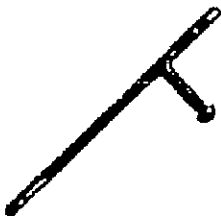
**Vehicles** – CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



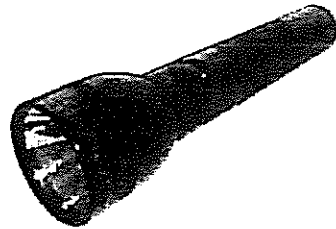
**Personal Protective Equipment** – CPS provides hard hats, safety goggles, safety vests, and any other necessary safety gear.



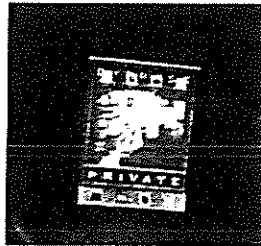
**Firearms** – At armed sites, CPS equips three types of semi-automatic handguns: the Beretta 92 (9mm), the Beretta 96 (.40), and the Glock 19 (9mm). These firearms have been approved by senior management and all armed CPS officers are fully trained.



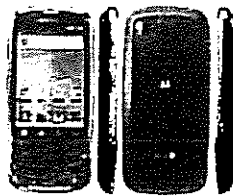
**Batons** – Your site-specific needs help dictate the proper non-lethal weapon. CPS uses two types of batons: ASP Expandable Batons and side handle batons.



**Flashlights** – CPS uses different types of flashlights depending on the site. The Maglite 3 and 4 as well as cell LED flashlights are available for the officers on duty.



**iPad** – Officers will be provided with a Cypress iPad for report writing purposes. This Wi-Fi-enabled tablet will allow officers to quickly write and upload reports to the client portal. The iPad can also be used to access Cypress' scheduling and workforce management systems, and access company policies and procedures documents as well as training materials.



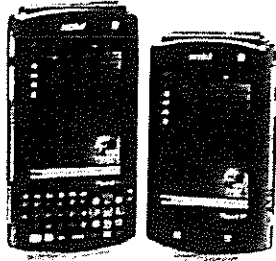
**Cell Phones** – CPS officers are trained and familiar with modern communications technology including smartphones. Officers at the Public Works sites will be able to use a cell phone, provided by CPS, for on-the-job two-way radio purposes. These smartphones include the Direct Connect push to talk feature, email, camera, and phone capabilities. Phones have expandable capacity to provide guard tour functions as well. Officers will maintain, with all due responsibility, good upkeep of all devices and equipment provided to them.

### The Cypress Management and Tracking System Powered by D3

Through the Cypress Management and Tracking System (CMTS) powered by D3 technology, our officers will be able to perform thorough and complete patrols. In addition, because the D3 system is fully verifiable, our officers will be held fully accountable for their actions. CPS uses CMTS allowing for both indoor and outdoor real-time performance monitoring. This technology uses cellular and Web-based technology to manage and remain in communication with field officers as they make their patrol rounds. Bar code reader technology allows for guard tracking. The system also allows officers to create detailed reports and quickly and efficiently report and log any incidents that may occur. CMTS gives the control room the ability to:

- Track, monitor, and manage field officers.
- Pinpoint the closest officers for dispatch.
- Communicate via voice and text.
- Create detailed reports outlining all incidents, activities, and statistics.
- The system will also automatically notify CPS and your management of any severe or critical incident that takes place. This allows CPS and Public Works to access incident report information in real-time as it is being entered by security officers in the field.





**Cypress Management and Tracking System – CMTS** is designed to solve the business need for configurable data collection, workflow, and analysis. This incident reporting and case management system consolidates data from multiple channels and provides a common incident repository, eliminating redundant proprietary databases while maintaining data integrity. Customizable workflow triggers repeatable actions, including collaborations, approvals, notifications, escalations, and task assignments – all in a synchronized and portable platform.

### Regular Reports

The D3 system can track any aspect of the security program: incidents, emergencies, officer performance, and more. The system can be customized to be as specific as the client wishes. For example, officers performing standard patrols at a parking lot would use D3 to log parking violations at their site, including such information as model and make of the car, license plate number, time of the violation, etc. Building conditions reports (e.g., broken elevator, damaged doors, lightbulbs) and more serious incidents (such as vandalism or theft) are also logged into the D3 system. We can then take all of the data and create a graph that will visually illustrate all of the month's activities (or any other increment of time). During monthly meetings, we can present the findings to the client and use the statistics to improve the security program. Over time, this data becomes more and more useful as we are able to evaluate trends and identify (and subsequently minimize or even eliminate) specific trouble spots. It can also show us how we have improved over time.

The use of predictive data and historical data has proven to be effective for all of our major clients. CPS can collect and control the data for the client's convenience. In other words, Cypress owns the data, and other parties cannot acquire your security data via public information requests. We have used this reporting technology to help various clients in the LA region, such as the LAPD. The data we have collected while serving their program has led to actionable information resulting in improved performance and reduction of crime. For example, through D3, CPS has been able to collect crime statistics for the ADLA in order to show unarmed officers can still be effective while serving that District. Over time, our data ended up supporting our recommendation to the ADLA to lean towards more unarmed guards as opposed to armed.

The D3 system can also be used to directly evaluate our own officers' performance. Because the D3 system is fully customizable, we can create data fields that keep track of various aspects of officer performance. For example, we can keep track of the number of times an officer is late to his/her shift, the number of times an officer's appearance/uniform does not meet expected standards, and other similar concerns. In these cases, if an officer's performance is unsatisfactory, the supervisor will be made aware and can speak with the officer and create a corrective action plan (or remove and replace the officer, if necessary).

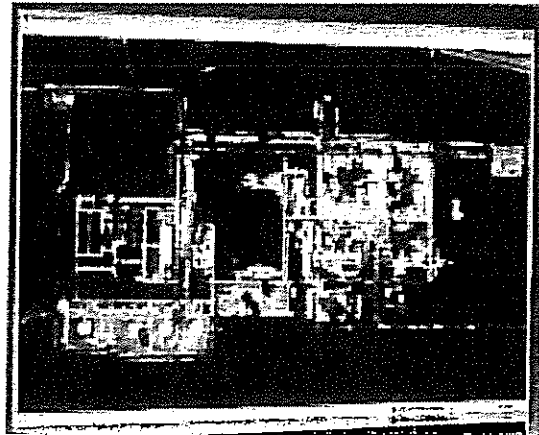
CPS takes client satisfaction very seriously and makes efforts to ensure that the security program does not grow stagnant. Our self-evaluation process is continuous and we strive to be proactive in rooting out security problems and encouraging our officers to perform at their peak level. That said, we realize that statistics alone do not always represent the ultimate picture of a security program, so regular meetings with the Public Works security liaison will certainly be useful in evaluating the project on an ongoing basis.

### Geospatial Intelligence Analytics

The D3 Geospatial Intelligence Analytics (GIA) feature will allow dispatchers and managers the ability to track individual security officers in real time. GIA uses the map overlay function make sure that officers' patrol routes correspond with areas with the most incidents. GIA will also allow a dispatcher to assign the closest security officer to respond to a situation. Key features of the GIA include:

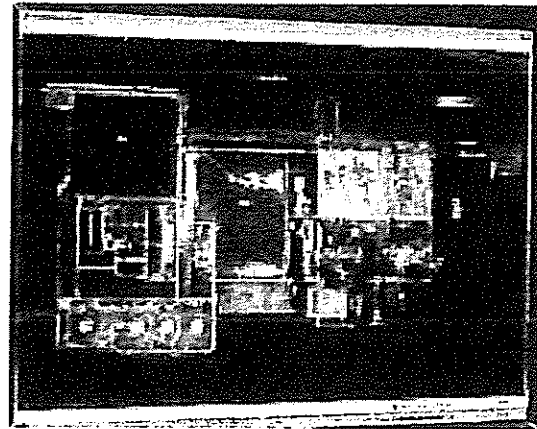
**Location-based Incident Tracking and Analysis**

- Import and overlay multiple layers
- Color-coded incident icons
- Type, date range, reoccurrence, and area filters
- Mouse over icons for incident details; click for full report
- Heat map, area-based activity analysis
- Countermeasures and image asset library overlays



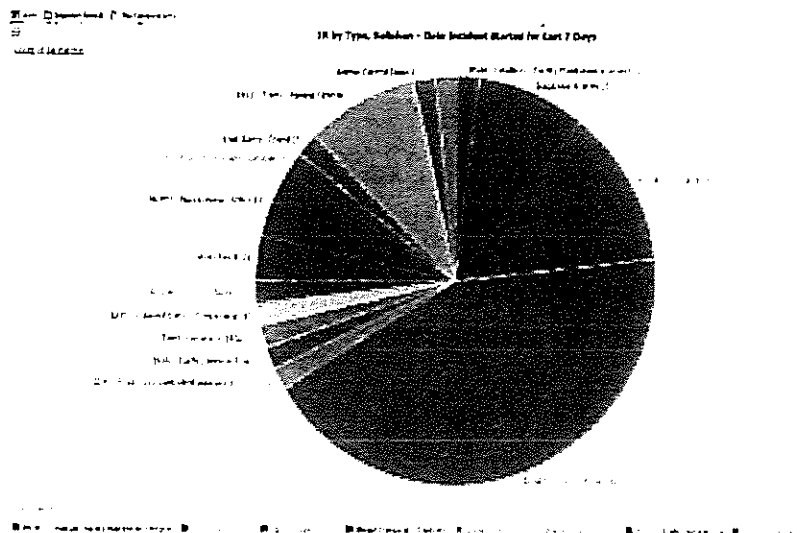
**Guard Tour Security Patrol Routes**

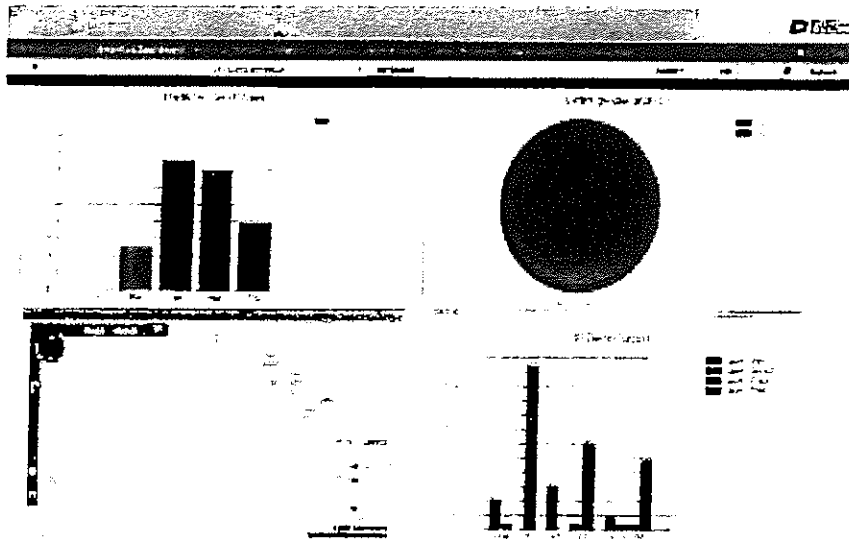
- Display guard tour patrol routes and checkpoints
- Analyze incident activity against allocation of personnel
- Dynamically edit patrol routes in real time



**D3 Analytics and Reports**

The built-in D3 Analytical Dashboard allows the user to select from a multitude of prefabricated reports that can be generated automatically and sent to the client management team. In addition to this, the D3 system can also generate fully customizable reports that will allow the user to best implement the data collected from the security officers in the field. All reports can be pulled manually or set up to be generated and emailed on a scheduled basis.





### D3 Dispatch

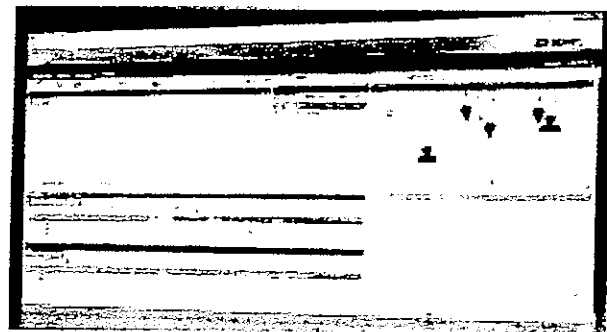
D3 Dispatch (computer-aided dispatch) provides real-time, end-to-end tracking of an occurrence from call receipt through resource deployment, arrival and outcome. The D3 Dispatch system provides the features of large enterprise dispatch systems, at a mid-market price point.

Using the system, dispatch operators assign resources, including security officers, maintenance staff, and third party suppliers. The easy-to-use interface consists of customizable forms, enabling dispatch operators to capture exactly the information they need and efficiently assign resources. With a single click, a standard dispatch can be escalated to an incident report for follow-up and investigation.

The system incorporates comprehensive search and analysis reporting. Instantly generate reports on any data to analyze and monitor changing environmental patterns, performance, and workload.

#### Features and Benefits

- Real time, map-based activity tracking
- Staff scheduling application
- Comprehensive response reporting and analysis
- Daily activity log
- Web based
- Fully customizable



### 3. Training Programs

CPS is committed to the professional growth of every employee within the company. At CPS, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. This plan takes into consideration the employee's personal goals and how they correlate with CPS corporate objectives. CPS' objective is to deliver outstanding security services to each client. The first training section any CPS employee undergoes is a thorough overview of the company philosophies.

**Development Training Structure:** CPS' training platform covers all aspects of security, including operational and business strategies, to best prepare all employees for their duties. The development training is divided into three careers and training blocks: professional security officer (PSO), quality control manager (QCM), and Cypress leadership training (CLT) program. Each of these cornerstones consists of several different steps and training modules. The development training allows each employee within the company to truly seek a career path that enhances their skill sets, ambitions, and performance.

**Professional Security Officer Training Outline:** The CPS professional security officer (PSO) training program is part of the foundation in providing high quality security services. The PSO program is divided into three different levels of training. Each level has a set number of classes that need to be completed before moving on. The entire PSO program consists of 42 different classes. The training classes vary from 2-8 hours of training time, and it takes 82 hours to reach PSO level 3. Before being assigned to any site, officers must complete level 1. The PSO program is recognized in the security industry for meeting the highest possible standards. The foundation of the PSO program is found in the strict guidelines put forth by the state of CA, BSIS.

#### Training at CPS:

- 40 hours of initial training.
- Over 50 different training modules offered to all employees.
- 100% of employees meet annual training requirements.
- In-house certified trainers.
- 80% passing score required for each training module.
- In-house CPR and first aid training program.
- 100% of training documented.
- 100% of employees participate in annual refresher and development training.
- Proprietary online training system accessible to all employees.
- Each employee has a personal training plan to follow based on career enhancement goals.
- Instructor-led classroom training.
- Scenario training between teacher and student.
- Training curriculums set for each client.

The following table outlines the steps of the PSO program.

### Security Officer – PSO Level 1

- The PSO Level One designation helps build a solid foundation of the security profession. Through the Level One step, officers are given the opportunity to establish a substantial understanding of the security industry. They will also develop their roles and functions within CPS.

### Security Officer – PSO Level 2

- In the PSO Level Two designation, there is a greater emphasis on training. Security officers focus on training areas such as communication and handling difficult people and challenging situations. This will help security officers in their daily work as they interact with clients, visitors, and other individuals in a safe, polite, and ultimately professional manner.

### Security Officer – PSO Level 3

- The PSO Level Three designation teaches security officers to be well-versed in critical areas such as fire and life safety systems. The Level Three designation will also focus on workplace violence and sexual harassment prevention, as well as access control training. The PSO Level Three designation prepares security officers to become senior security officers.

Fig: PSO Level 1 through Level 3

The following chart outlines the different classes within the different steps of the PSO training.

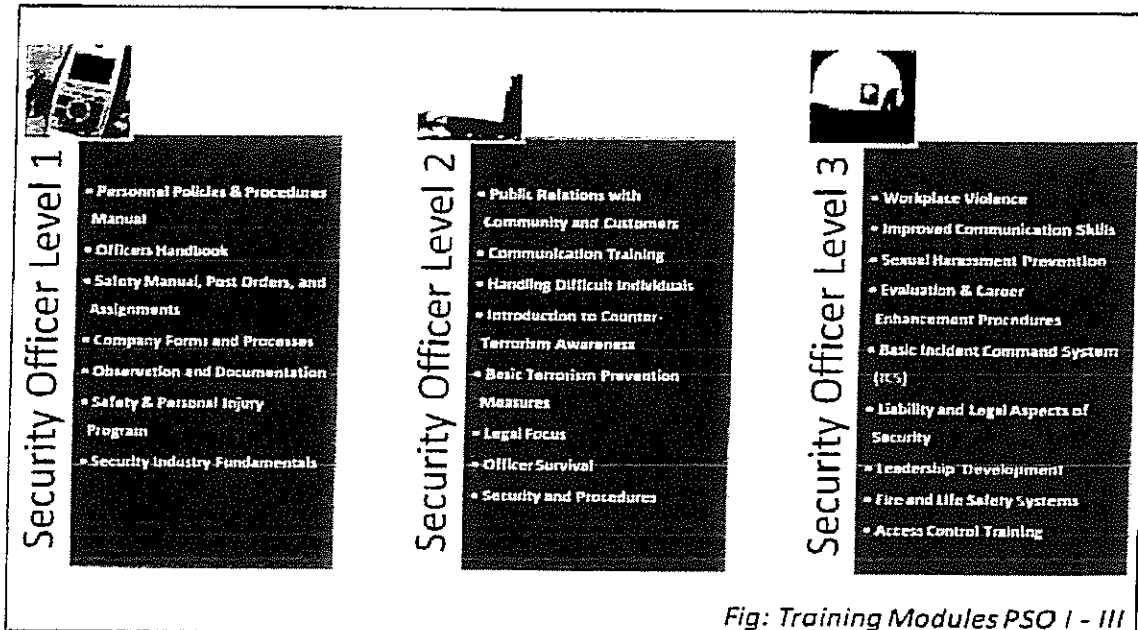


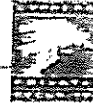
Fig: Training Modules PSO I - III

**On-the-Job Training**

CPS develops an OTJ program for each site and post. These field training manuals are based on CPS' thorough review of the job duties. The security site assessment serves as the basis for the development of the OTJ program. Our comprehensive OTJ program addresses items including, but not limited to, the following:

**CYPRESS SECURITY  
OJT CHECKLIST**

FOR SITE-SPECIFIC ON-THE-JOB TRAINING



SECURITY OFFICER'S NAME  
TRAINING OFFICER'S NAME  
CLIENT OR WORKSITE

LAST NAME										FIRST NAME									
										EMPLOYEE No.									

**INSTRUCTIONS:**

1. Your supervisor or site training officer is to train you on each item below. After being trained on each item, you and your trainer must place your initials in the appropriate spaces. If any of these items are not applicable to your worksite, place an N/A (not applicable) next to that particular item.
2. This OJT Checklist is to be completed upon your arrival at the worksite.
3. When this OJT Checklist is complete, your supervisor must send it to the main office, for entry into your Employee Personnel file and into the Valiant computer system.

TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS
Cypress Policies & Procedure Manual		
Security Officer's Chain-of-Command		
Customer Chain-of-Command		
Emergency Contact List		
Cypress Security's General Orders		
Uniform Requirements		
Personal Appearance Standards		
Post Orders		
Hours of Operation		
Access Control		
- ID Checks		
- Key Control		
- Visitor Procedures		
- Deliveries & Contractors		
- Off-Hour Access Control		
Patrol Routes & Procedures		
Fire Emergency Procedures:		
- Fire Alarm Procedures		
- Fire Extinguisher Locations		
- How to Use Fire Extinguishers		
- Notification Procedures		
- Building Evacuation Plan		

TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS
Medical Emergency Procedures		
- Telephone Contacts		
- Actions to Take		
Bomb Threat Procedures		
Heating & Air Conditioning Problems		
Electrical/Power Emergencies		
Elevator Emergencies		
Water Leaks in the Building		
Bad Weather Procedures		
Crime Emergencies		
Telephone & Computer Procedures		
How to Operate Site Security Equipment		
Special Equipment: radio, flashlights, wands, pagers, close-circuit TV		
Report Writing		
- Daily Operations Logs		
- Incident Reports		
Lost & Found Policy & Procedure		
Employee Accident Reporting Procedure		
Customer Service Procedures		
Handling Hostility/Crisis Intervention		
Safety Orientation		

DATE OJT COMPLETED: MM DD YY  
 SECURITY OFFICER SIGNATURE: \_\_\_\_\_  
 TRAINING OFFICER SIGNATURE: \_\_\_\_\_  
 PROJECT MANAGER SIGNATURE: \_\_\_\_\_

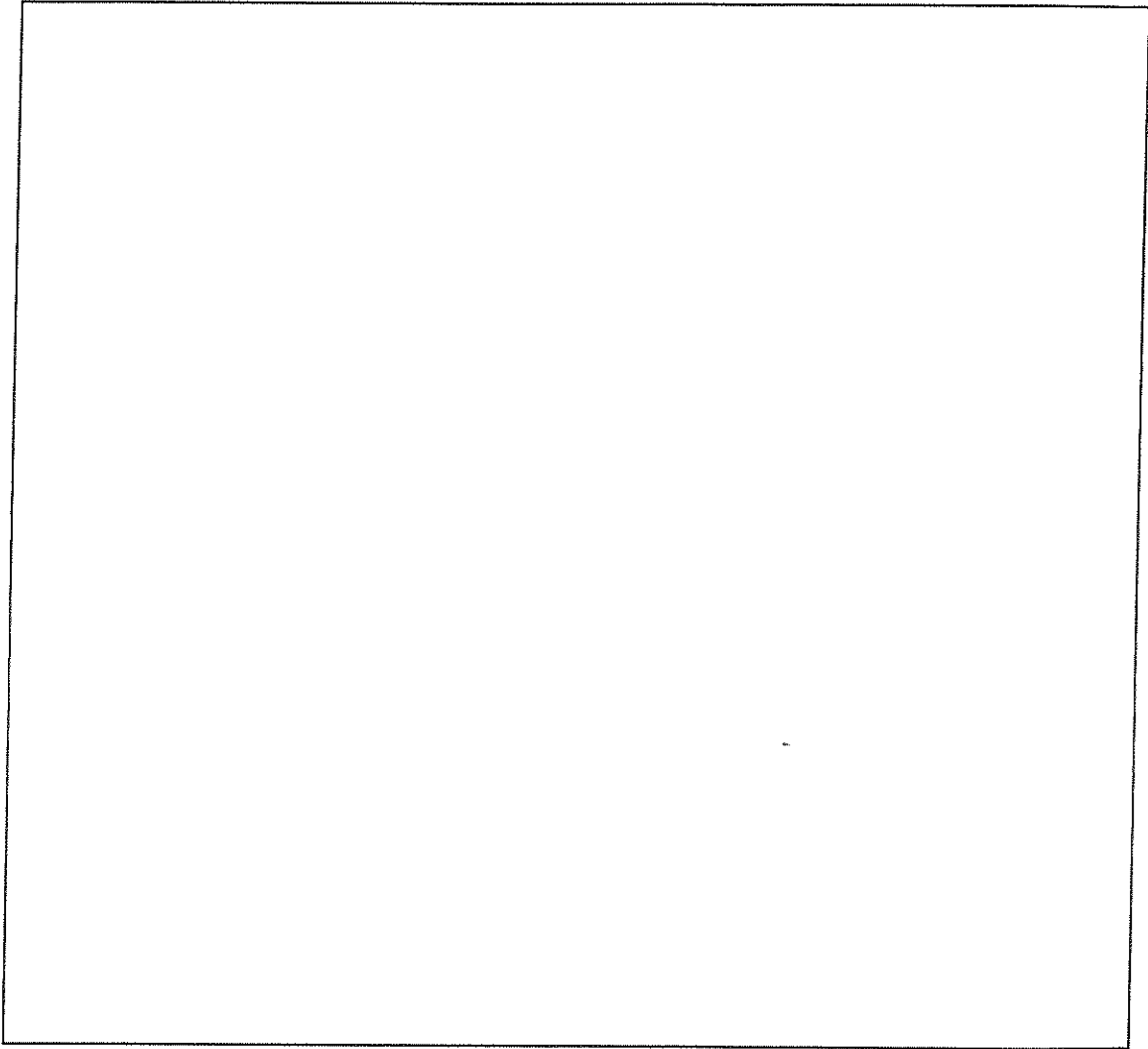
**WHEN YOU'RE DONE:**  
 1. Make a copy of this Checklist for your files.  
 2. Your Supervisor must send the original to the office for processing.

The length of the OTJ program varies depending on duties. At a minimum, each officer will receive an initial 24 hours of supervised on-site training administered by a certified training officer who understands the ins and outs of the client's site. The OTJ program includes spot quizzes conducted by the training officer.

At the conclusion of the training, both the training officer and the trainee must sign the OTJ form indicating the subject material has been well-covered and understood by the trainee.

**Officer Handbook**

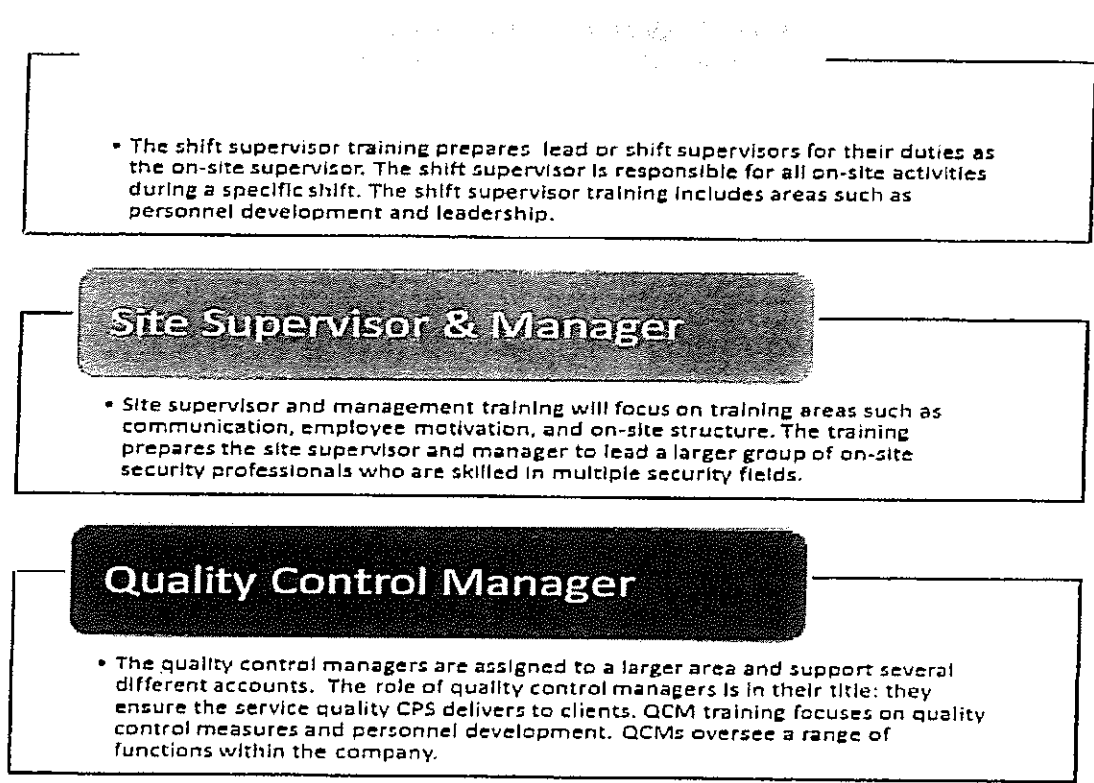
Officers are trained on all company policies and procedures. The topics are included in the officer handbook, the table of contents of which are provided below.







**Quality Control Manager and Supervisor Training**



- The shift supervisor training prepares lead or shift supervisors for their duties as the on-site supervisor. The shift supervisor is responsible for all on-site activities during a specific shift. The shift supervisor training includes areas such as personnel development and leadership.

**Site Supervisor & Manager**

- Site supervisor and management training will focus on training areas such as communication, employee motivation, and on-site structure. The training prepares the site supervisor and manager to lead a larger group of on-site security professionals who are skilled in multiple security fields.

**Quality Control Manager**

- The quality control managers are assigned to a larger area and support several different accounts. The role of quality control managers is in their title: they ensure the service quality CPS delivers to clients. QCM training focuses on quality control measures and personnel development. QCMs oversee a range of functions within the company.

*Fig: QCS Training*

The quality control and supervisory training (QCST) program is designed to help employees grow to their fullest potential within CPS. The training program gives supervisors the tools to lead the work at the site and motivate employees to perform consistently at a high level. CPS promotes within the company to these positions, and prior to starting the QCST training program, the employee must complete the PSO training.

The QCST program serves as a motivational tool as well as a planning tool for both current and future leaders within CPS. The following training modules are included in the QCS Training plan:

- **Company Structure Focus** – The instructor teaches about the company's organization, including the various departments, how to interact with them, and the officer's role in the overall operation.
- **CPS Personnel Policies and Procedures Manual** – To reduce confusion, the Policies and Procedures Manual outlines basic protocol such as work standards, quality control, and benefits at CPS.
- **Company Forms** – All incidents and situations must be reported accurately with the proper forms. Organized paperwork helps a company run efficiently.
- **Disciplinary and Evaluation Process** – Supervisors learn disciplinary functions and how to evaluate an employee's performance. The class examines a variety of methodologies in order to best promote the best performance from each employee.
- **Sexual Harassment Class** – The sexual harassment class teaches the managers how to avoid and handle any situation that could be classified as harassment. This class is mandatory for all managers.

- **Valiant Training** – Each new manager will receive training on the Valiant system. CPS uses this web-based scheduling software to ensure accurate scheduling and payroll.
- **Improved Communication Skills** – After completing this module, the trainee will be able to communicate effectively, to individuals and groups, and use spoken, written, and electronic communication.
- **Decision-making Techniques** – To lead effectively, supervisors need to be able to make timely, thoughtful decisions consistently.

### Types of Training

**Classroom Training** – Each CPS employee starts their training in a classroom setting. The employees undergo a series of different instructor-led classes before being assigned to a site.

**Scenario-based Training** – Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.

**Client-specific Training** – CPS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. CPS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the Cypress Training Academy curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.

**Cross-training** – Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows CPS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.

**CPR and First Aid Training** – All security officers at CPS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes CPS' CPR and first aid training will receive a Red Cross certification. This training is also made available for the client's staff as the client sees fit.

**Online Training Modules** – The Cypress Training Academy is our state of the art online training system for security officers and management and supervisory staff. Through CTA, Cypress Private Security trains each employee with the same standard, and brings new training modules to employees independent of their physical work location. In this way, CPS can quickly train all employees on any new industry-specific information or on any changes to the specific site the CPS employee is working at. Each module consists of three components: video module, written module, and a test. The employee must complete all three components and receive a passing score of 90% in order to receive certification for that module.

All officer training is logged and recorded on our online database. Certifications and licenses are maintained and kept current.

### De-escalation Training

Cypress maintains a staff of instructors certified in several disciplines of de-escalation training, including AVADE<sup>®</sup> and MOAB<sup>®</sup>. This training, provided to our security officers in the field, enables those officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. As such, Cypress is proud of having an industry-leading low level of use of force incidents. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits



MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.



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### Armed Security Training

All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS) prior to applying to an armed security officer position. BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition, Cypress also requires our armed security officers to complete range qualification with our licensed in-house firearms instructors. This is to ensure all our armed security officers remain proficient with double the amount of training time as required by BSIS.

In addition to qualifying armed security officers on the basic qualification course of fire, Cypress' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Cypress armed security officers work, including high-density public areas, crowded transit passenger facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.



### Mental Health Training



Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness. Our training manager is a certified trainer for this course. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis such as contemplating suicide. In both situations, the goal is to help support an individual until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. Cypress provides this training to all officers. As a value-added benefit, this training is also freely available to our clients, should you wish to participate.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

**4. Transition Plan**

**Key Personnel Duties and Responsibilities:** Before the transition starts, CPS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition. The CPS transition plan includes clearly delineated job responsibilities, which eliminates duplication of work or missed tasks.

**Documentation, Communication, and Training:** CPS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, CPS also prepares training schedules that outline training topics, responsible managers, and required attendees.

**Work Plan Timeline**

<b>Task Assigned</b>	<b>Date Due</b>	<b>Responsibility</b>
Award letter issued to CPS	> 3 weeks prior to startup	BDM
CPS transition team assigned and in place	> 3 weeks prior to startup	COO
Meet with client to obtain site specific information	> 3 weeks prior to startup	Client Manager
Outline and adjust transition plan if needed	> 3 weeks prior to startup	COO
Security and technology assessment	> 3 weeks prior to startup	COO & Client Mgr.
Management/labor meeting	> 3 weeks prior to startup	COO
Conduct site security survey	> 3 weeks prior to startup	COO & Client Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources
On-site training for operations team	> 2 weeks prior to startup	COO & Client Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Client Mgr., Tr. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Client Manager
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Client Manager
Prepare post orders	> 2 weeks prior to startup	Client Manager
Select security officers	> 2 weeks prior to startup	HR & Client Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Training Manager
Meet with client to brief on transition progress	Continuous	COO & Client Mgr.
Present post orders to client	> 1 week prior to startup	Client Manager
Deadline to complete drug screen for candidates	> 1 week prior to startup	Human Resources

Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Client Manager
Ensure each post is fully equipped as specified	> 1 week prior to startup	Client Manager
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Client Manager
Retraining of incumbent personnel hired by CPS	> 1 week prior to startup	Training Manager
Service start	TBD	COO & Client Mgr.

**Evaluation Calendar**

The evaluation calendar outlines key on-site elements related to performance after the project has begun. The tasks are divided according to department and corresponding manager.

Task Assigned	Date Due	Responsibility
One month evaluation of each officer's performance	30 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Client Manager & Training Manager
Three-month evaluation of each officer's performance	< 90 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Client Manager & Training Manager

**5. Site Inspections**

Cypress conducts unannounced site checks at least once per day. These site inspections are conducted by one of our managers, a group which includes the account executive, assistant account executive, regional support manager, and quality control managers. Felix Guerrero, as the regional manager and account executive, is ultimately responsible for the overall security program including the site inspection protocols.

**Proactive Field Support**

The industry-leading CPS quality control manager (QCM) program is a critical aspect of our proactive quality control process, which distinguishes us from other security providers. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At CPS, our supervisors and managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Leadership's Role:** Every shift, each CPS field officer on duty receives an on-site inspection from a field supervisor, quality control manager (QCM), client manager, or branch manager, all of whom have the authority to perform disciplinary actions.

**The QCM:** Our QCM program sets us apart from all other security providers. This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duty qualified to evaluate field officer performance.

**Daily Activity Reports:** Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. The QCM reviews all DARs for accuracy and completion. On-site inspection times are logged in the site's DAR, which clients may review at any time.

**CPS' Quality-focused Approach:** Our attitude toward supervision is "inspect what you expect." Leadership establishes clear expectations to field officers, and disciplined inspections focus on making sure those expectations are met. Our quality assurance process centers on our proactive style of management. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

**On-site Inspections:**

- QCMs work to:
  - Root out potential problems proactively.
  - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- Field officers fill out DARs to document observations or incidents.
- CPS manager duties during inspections:
  - Evaluate officers' physical appearance and equipment.
  - Conduct on-site patrol encompassing officers' scope of responsibility.
  - Make note of any oversights of issues not mentioned in the DAR.
  - As necessary, modifies patrol routes or protocol.
- Extra officers may be cross-trained during this time.
- CPS managers may meet with facility managers.

## 6. Background Checks

**Screening & Background Check:** After the initial interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check



## 7. QUALITY ASSURANCE PROGRAM

We know you have a plethora of options whenever you're deciding between the right vendors for your needs. First, you can base your decision purely on past performance, reputation, or recommendation. Secondly, you can choose by assessing the capabilities of each potential supplier, the strength of their management team, and the company's mission statement. Or lastly, you can have a third party consultant complete an assessment of each potential vendor.

Success isn't an accident. Success is intentional. Our ability to acquire premier clients, renew demanding contracts, and achieve extraordinary levels of client satisfaction are all based upon our commitment and execution of quality management practices.

### A. Policies and Procedures

**No Subcontractors:** Cypress will not be enlisting the services of a subcontractor for the Public Works security project. All services will be rendered by Cypress.

**Measuring Performance:** Our mission of providing the best security management services in the Western United States requires a disciplined and rigorous self-evaluation of every single business and service function. We measure everything so we can improve everything. Constantly.

**Quality Consistency:** CPS' quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence. We don't make promises we can't deliver. Our quality assurance process is designed to augment any elements we need to improve as quickly as possible.

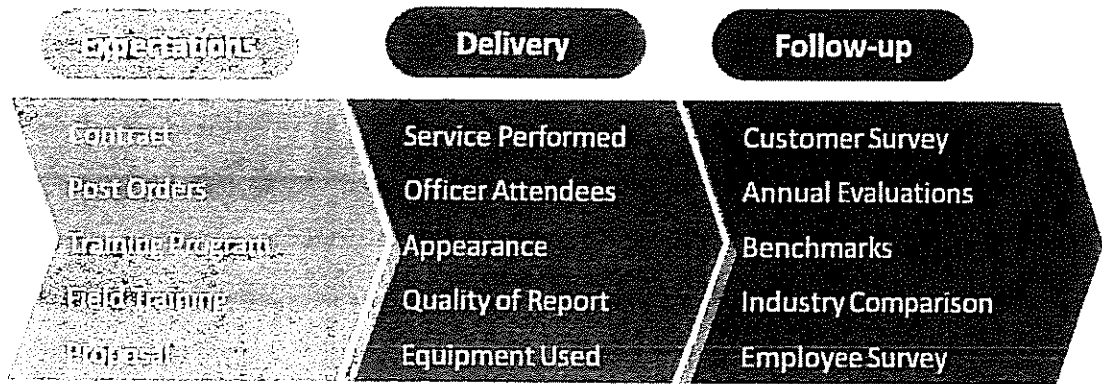
It is the responsibility of the Cypress management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal.

The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by CPS. Cypress creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. Cypress will update such post orders within 30 days of being awarded the contract.

### Quality at CPS:

- Based on ISO 9000 standards.
- All activities within CPS are measured and tracked.
- 100% performance evaluation conducted.
- 100% of client expectations are met.
- Client surveys (annual surveys conducted with each client) covering 120 CPS functions.
- Clear and precise post orders reflect clients' specifications.
- Clearly developed technical protocols and customer service skill sets.

# Quality Consistency Diagram



**Customer Focus:** Client needs can change over time. CPS management and staff meet these evolving needs by using cutting edge technology and educated decision-making. Adherence to the ISO principle of "Customer Focus" enables CPS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow CPS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

**System Approach to Management:** When any part of a system is affected, the entire structure can be compromised. CPS promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. Cypress' system approach to management includes the following advantages:

- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.
- Consistency: Results achieved by design can be duplicated.

**Client Survey:** The client survey is an integral part of measuring CPS' performance against set benchmarks. The client survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.

**Ongoing Evaluation of Security Program:** Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and the results of the customer survey.

**Quality Improvement Process:** All compliance officers and managers attend monthly quality control meetings. There are three phases to the quality improvement process. In phase one, the different offices submit the requested QIP documentation. During phase two, the compliance officer evaluates the documentation, and issues detailed analysis to the managers. Phase three completes the process with the implementation of improvements and fine-tuning of the ongoing operation. The process enables CPS to share best practices across the company.

**Corrective Action Procedures:** Cypress values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine our security program, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between CPS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

1. Initial communication of the problem.
2. Verification of the problem.
3. Analysis and broad assessment of the problem.
4. Identification of the root cause.
5. Take measures to comprehensively address the root cause and eliminate the problem.
  - a. Develop an action plan that logs and details the above information and presents a solution.
  - b. Review the action plan with the client.
  - c. Execute the action plan in an expedient but detail-oriented manner.
6. Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

**Dealing with Personnel-related Performance Issues:** At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.

- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Cypress policies and procedures manual, Cypress officer handbook, Cypress safety manual, violations of post orders, willfully or negligently endangering the life and/or wellbeing of him/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken to accommodate or corrective actions in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Cypress team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Cypress site supervisors and management are obligated to report misconduct to the responsible client/account/program manager, regional manager, or COO. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the client manager or regional manager or COO with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Cypress reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Cypress.

## **B. Inspection Fundamentals**

Cypress understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. When a QCM or another manager conducts a field inspection, the focus is on ensuring that those expectations are met. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

"Inspect what you expect" also applies to the inspections that field officers perform as they conduct their rounds. Thorough training, an understanding of the post orders, and on-site experience helps officers be aware of things that they must remain alert for when patrolling and inspecting their site. Inspection schedules occur a set amount of times per shift (designated in the post orders), and are often at random times to prevent patterns.

The individual with overall responsibility over the inspection program is the account manager – in the case of the Public Works project, that individual is Felix Guerrero, who is also the Cypress regional manager. He has a career in private security spanning 20 years, and he has been with Cypress in a managerial capacity since 2009. For more of his qualifications, please see his corporate resume in section 5.3. of this proposal.

We have included a sample form used for quality control: performance evaluation.



CYPRESS SECURITY  
**PERFORMANCE REVIEW**

<u>Employee Name</u>	<u>Job Title</u>	<u>Length in Current Position</u>	<u>Date of Hire</u>
<u>Property/Property No.</u>	<u>Date of Last Review</u>	<u>Reviewing Supervisor</u>	<u>Current Review Date</u>

**Rating Code**

<b>0</b> Does not pertain to the job or cannot be evaluated at this time.	<b>1</b> Falls to meet standards.	<b>2</b> Performance meets most requirements but marginal in some key areas which will require improvement.	<b>3</b> Performance consistently meets requirements.	<b>4</b> Performance consistently exceeds expectations in most areas.
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<b>Customer Service Orientation:</b>	
<ul style="list-style-type: none"> <li>▪ Demeanor _____</li> <li>▪ Attitude _____</li> <li>▪ Courtesy _____</li> </ul>	<ul style="list-style-type: none"> <li>▪ Knowledge of the site's goals &amp; key participants, etc. _____</li> <li>▪ Answers telephone in professional and helpful manner, clearly speaking and identifying the site and his/her name. _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

CYP - F122 - Version 1.1 - 02-10-2006

<b>Decision-Making and Judgment:</b>	
<ul style="list-style-type: none"> <li>Accumulates all relevant information and presents well considered alternatives when making recommendations _____</li> <li>Makes sound decisions in a timely manner, avoids hasty decisions, and notifies appropriate parties _____</li> <li>Systematically handles workload to avoid crises _____</li> </ul>	<ul style="list-style-type: none"> <li>Effectively takes control of emergency situations _____</li> <li>Approaches challenges with a positive attitude _____</li> <li>Properly controls confidential information _____</li> </ul>
Comments/Recommendations: _____ Overall Rating: _____	

<b>Communication:</b>	
<ul style="list-style-type: none"> <li>Consults opinions of others and takes directions as appropriate _____</li> <li>Actively listens to others and gives appropriate feedback _____</li> <li>Offers creative ideas and solutions _____</li> <li>Effectively communicates with supervisor, employees, tenants and general public _____</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates skill in communicating with others (meetings, training, presentations) _____</li> <li>Works well with others/team player _____</li> </ul>
Comments/Recommendations: _____ Overall Rating: _____	

<b>Organizational Relationships:</b>	
<ul style="list-style-type: none"> <li>Shows appropriate assertiveness in expressing and advocating points of view _____</li> <li>Timely implements directions and plans received from management _____</li> </ul>	<ul style="list-style-type: none"> <li>Accepts and follows up on constructive feedback from management without defensiveness _____</li> </ul>
Comments/Recommendations: _____ Overall Rating: _____	

CYP F122 Version 1.1 - 02-10-2006

<b>Training/Knowledge:</b> <ul style="list-style-type: none"> <li>• Post orders _____</li> <li>• Emergency procedures _____</li> <li>• Company policy _____</li> <li>• Familiarity with security procedures _____</li> </ul>	<ul style="list-style-type: none"> <li>• Pursues training and resources from within and outside the organization _____</li> <li>• Directs efforts towards professional development _____</li> <li>• Demonstrates leadership skills _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Reliability:</b> <ul style="list-style-type: none"> <li>• Tardiness _____</li> <li>• Willingness to follow procedures, _____</li> <li>• Cooperation _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	
<b>Report Writing:</b> <ul style="list-style-type: none"> <li>• Write clear, useful &amp; effective reports and memos _____</li> <li>• Accuracy, etc. _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Attendance:</b> <ul style="list-style-type: none"> <li>• Is reliable and dependable in attendance _____</li> <li>• Punctuality (schedule, lunch, breaks) _____</li> </ul>	<ul style="list-style-type: none"> <li>• Gives appropriate notice when requesting time off _____</li> <li>• Attends company training/meetings: _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

CYP - F122 Version 1.1 - 02-10-2006



<b>Appearance:</b> <ul style="list-style-type: none"><li>• Grooming _____</li><li>• Proper uniform _____</li><li>• Care of equipment _____</li><li>• Personal hygiene _____</li></ul>	
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

**Summary of Strengths:**

**Indicate Ways in Which Employee May Develop And / Or Improve:**

**OVERALL RATING:**

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Employee Signature      Date

\_\_\_\_\_  
Next Level Management      Date

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

Reporting records are stored online and available 24/7 for the client to review. As described in section 6.2., Cypress uses D3 security technology for reporting. All reports are reviewed by a Cypress manager. Included here are several sample reports.

**Sample Daily Activity Report**



IR Type:	0100 - Daily Activity Report	Incident Number:	141120-14132
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**SFMOMA Collection Center**

Status:	Open IR	Assigned to:	(Other (Not listed))CC Officer SFMOMA CC
Custom Status:		Report Date/Time:	11/20/2014 11:43:00 PM PST
Priority:		Occurred on:	11/20/2014 11:00:00 PM PST
Created by:	(Other (Not listed))CC Officer SFMOMA CC	Ended on:	11/21/2014 07:00:00 AM PST

Other (Not listed)
--------------------

What location/site? 1353 Lowrie Ave. SSF, CA 94080

Post Equipment
----------------

Keys: 8  
 Key Card: YES  
 Additional Equipment: 1 zomm, 1 cell phone, 3 radios and a flashlight

Breaks
--------

First Break: 15 Min.  
 Lunch Break Start: 03:00:00 AM  
 Lunch Break End: 03:30:00 AM  
 Second Break: 15 Min.

Quality Control Inspection Report
-----------------------------------

Post Location: 1353 Lowrie Ave, SSF, CA 94080  
 Guard Name: Marvin Gilbert  
 Was Officer at post upon arrival? Pass

Narrative
-----------

DAR LOG

Uniform / Equipment: Pass  
 Breaks taken as instructed?: Pass  
 Customer Service: Pass  
 Waapon, Baton, OC: N/A  
 Post neat and orderly, no unauthorized items?: Pass  
 Post orders, DAR, Daily Access Control Sheet, etc. present, readable & correct: Pass  
 Can guard quickly describe the correct response to presented emergency scenario?: Pass  
 Can guard describe when, why and how to use different levels of force?: Pass



IR Type: 0100 - Daily Activity Report Incident Number: 141120-14132

2300hr - S/O Gilbert briefed and coming on duty with S/O Soria going off duty att.-/gt  
 2330hr - Completed 1st exterior patrol att.-/gt  
 2345hr - QCM Sims advises Minna Annex is SECURE att.-/gt  
 2346hr - CC adv'd Optr#148 w/DIEBOLD of reason for alarms at Minna.-/gt  
 0000hr - Completed 1st 15 min break att.-/gt  
 0030hr - Monitoring cameras and continuing surveillance att.-/gt  
 0130hr - Monitoring cameras and continuing surveillance att.-/gt  
 0230hr - Monitoring cameras and continuing surveillance att.-/gt  
 0330hr - Completed 30 min lunch break att.-/gt  
 0430hr - Monitoring cameras and continuing surveillance att.-/gt  
 0530hr - Monitoring cameras and continuing surveillance att.-/gt  
 0600hr - QCM Sims advises that Minna Annex is OPEN att.-/gt  
 0630hr - Monitoring cameras and continuing surveillance att.-/gt  
 0645hr - Completed 2nd 15 min break att.-/gt  
 0700hr - S/O Soria briefed and coming on duty with S/O Gilbert going off duty att.-/gt

History List

11/20/2014 11:45:37 PM	CC Officer SFMOMA CC	Open IR	Created
11/20/2014 11:45:41 PM	CC Officer SFMOMA CC	Open IR	Viewed
11/20/2014 11:54:38 PM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 05:52:57 AM	CC Officer SFMOMA CC	Open IR	Viewed
11/21/2014 05:54:00 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 06:18:09 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 07:02:01 AM	CC Officer SFMOMA CC	Open IR	Template Export test2 (PDF)
11/21/2014 07:04:24 AM	CC Officer SFMOMA CC	Open IR	Template Export (PDF)

Sample Incident Report



Incident Report  
1225 - Theft, General > \$950

Case ID 160205-3810

Status Open IR  
Custom Status  
Priority  
Created by  
Assigned to  
Report Date/Time 02/05/2016 01:58 PST  
Occurred on 02/05/2016 00:55 PST  
Ended on 02/05/2016 04:00 PST  
Last Modified on 02/05/2016 04:21 PST

What	location?	HOA or THA?	THA Unit
Responding Agency	Police	Agency Name	Police
Officer Name		Agency/Department report filed?	Yes
Report Number	16-035-00153		
Stolen Item Owned By	Third Party	Stolen Item Type	Other
Item Description	Two Ipad	Item Value	\$ 2000 USD

On 2/4/2016 at approximately 0030 hours, while working as a uniformed patrol officer in a marked patrol vehicle, I SO. Gentile received a call from a Tenant stating that there were kids outside in the alley of the [redacted] and that they appeared to be up to no good. The caller did not have very much information on the kids for she stated that it was dark outside. I informed the tenant that I would be enroute. I then contacted SO. Dunphy and informed him of the call and had him en route. I then drove through the alley and did not see anyone. I contacted SO. Dunphy and informed him that I did not see anyone and asked him to come and walk the area with me. SO. Dunphy and myself parked our vehicles in the alley behind [redacted] and began walking. We began walking in the court yard area in front of [redacted] at approximately 0053 hours, and were just about to turn the corner by [redacted] approximately 25 to 50ft away from our parked vehicles when we heard a huge bang. It sounded like a M&O firework that shot off. SO. Dunphy and myself turned around and went in between the houses. SO. Dunphy headed towards the vehicles and I headed towards the Street for I saw three persons who appeared to be between 16 and 18 years old wearing all black run in the southeast direction near the new construction houses. SO. Dunphy then yelled to me that they busted out his window and stole his Ipad. I then called the Police as I kept a eye on the kids who continued to run towards the middle school. SO. Dunphy then informed me that they also broke into my vehicle by breaking out the window and also took my Ipad. I noticed a Tribal Police officer searching the area and went and stood with my vehicle. Officer Smith then arrived and stated that we needed to do a report on line and gave the website to do so once we got our serial numbers for our Ipads and stated that would give us the case number. Officer Smith then departed. SO. Dunphy and myself then drove to [redacted] Street to grab a broom and put plastic over our windows. At approximately 0240 hours, we went back to the [redacted] Street to clean up the big piece of glass when we noticed a casing to # 22. SO. Dunphy then said do you think that they shot out our windows and I said I don't know and we continued to look for another casing. We only located one casing and after picking up most of the glass we headed back to [redacted] Street and in the light began looking through the veh sides. I then noticed a bullet hole through the center console of SO. Dunphy's vehicle and then looked in my vehicle and noticed a bullet hole through the glove department. I then contacted the Police back and let them know of the new information and they stated that they were sending Officer Smith back out and to wait for him. I then contacted our manager Frank Bedoya as well as Marty Cambel and Barbara Pearall to let them know of the updated situation. Officer Smith then arrived at approximately 0312 hours, and contacted Forensics to come out to take pictures. Forensics then arrived and took plastics off of SO. Dunphy's vehicle to attempt to find the bullet and noticed that there was damage to some wiring from where the bullet hit. They were unable to locate the bullet in his vehicle. Forensics then took pictures of the damages in my vehicle and was able to collect the bullet that went through the glove department. Officer Smith stated that if we found another casing in the area of our vehicles to please give it to Officer Hayward. Officer Smith then left case number 16-035-00153 and a theft inventory list to turn in once we have the information on the Ipads. I have taken several pictures that I am unable to attach but will send them in a email nothing else to report at this time.

I hereby declare/certify under penalty of perjury under the laws of the state of [redacted] that the above statement is true to the best of my knowledge and belief RCW 9A 72 085

that the above statement is true to the best of my knowledge and

## 8. NO SUBCONTRACTORS

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Cypress will not be using any subcontractors for the Public Works security program.

## 9. FINANCIAL RESOURCES

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Included with our proposal as a separate attachment are our three most current audited and confidential financial statements.

# 10. LICENSES AND CERTIFICATIONS

## PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date. The license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

- - - POST IN PUBLIC VIEW - - -

1234 CERT04L 110216

Certifications and Licenses

Cypress team members hold numerous security certifications and licenses. Below is just a small sample of some of the certificates Cypress employees have earned.



Certificate of Membership

This certificate recognizes
Jonas Tegnerud
as a Member, denoting commitment to
the integrity and trust of the Security Industry
September 2008

Michael R. Cummings

[Signature]

[Signature]

Emergency Management Institute



FEMA

This Certificate of Achievement is to be bestowed upon
JONAS TEGNERUD
for his qualified performance in terms of course, the appropriate
professional development and completion of the independent work course

15-60987
Emergency Management Institute

[Signature]

[Signature]

Certificate of Training



Jonas Tegnerud

Department of Homeland Security
Surveillance Detection Course for Commercial Operators
June 2 - June 5 2008

[Signature]

Emergency Management Institute



FEMA

EM-101-100-00000000
This Certificate of Achievement is to be bestowed upon
JONAS TEGNERUD
for his qualified performance in terms of course, the appropriate
professional development and completion of the independent work course

15-60987
Emergency Management Institute

[Signature]

[Signature]



Walt Disney World

Security Approval to
Operate Security

Certificate of Completion
Awarded to
Jason Berckart
Terrorism Liaison Officer Basic Course
Lawrence, Kansas



# 11. INSURANCE

FORM PW-15

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

Cypress Private Security, LP

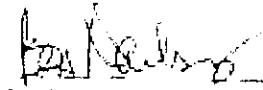
Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: Eric G. LLC by Ron Nardone, CEO

# 12. RECORDKEEPING

## WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

FORM LW-9

### INSTRUCTIONS

The contractor selected through this RFP 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.

- 1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*

FORM LW-B

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please black out any personal information)

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

QUESTION

FORM LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

E. HOW PAYROLL IS PREPARED

- E.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid
- E.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- E.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- E.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- E.5. 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).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

FORM LW-9

QUESTION

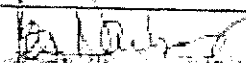
RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1 How is travel time during an employee shift paid?
- 9.2 At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

Print Name: Keshvarbun, CEO	Company: Cypress Private Security, LP
Signature: 	Date: 12/31/18

Cypress – Form LW-9 Response

Tracking Hours Worked

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

Reporting Time

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

Records of Actual Time Worked

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

Other Records Used to Create Payroll

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

Breaks

5. HOURS WORKED	30 MINUTE UNPAID/PAYD MEAL BREAKS	10 MINUTE PAID
> 0 < 3¼	0	0
> 3¼ < 5	1	0
> 5 < 6	1	1
> 6 < 10	2	1
> 10 < 14	3	2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.



Cypress – Form LW-9 Response

**How Payroll is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

7. N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARS to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

DAILY ACTIVITY REPORT

Client: Ventura Paper Mills Date: 12/18/18  
 Location: 1050 Ventura Blvd, Studio City, CA

Day Shift      Hours: 11:00-1:00  
 Swing Shift      Officer: [Redacted]  
 Grave Shift      Post: Ventura Paper Mills

Equipment Received at Start of Shift:  
1 Key, 1 Binder, 1 Pistol

By signing here you agree to and acknowledge that you have taken your scheduled and required breaks during your shift.  
 Signature: [Signature] Print Name: MARCO V. [Redacted]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Obstruction (refills/changes)
Fire	Obstruction	Violence
Flood	Response by Authorities	Waters (unless listed separately)
Hazard (identified)	Theft	Waste of power/equipment etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

THIS DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1

START OF SHIFT: [Redacted]

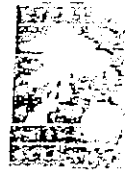
Reported to Reporting supervisor

1st 10 minute break

1700 Working at [Redacted] at  
working at a different area  
at [Redacted] 3 of [Redacted]

CYF 7110 Version 1.2 10/16/08

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



TIME	DAILY ACTIVITY REPORT (DAR)
0800	Call to and Franchise called in
0800	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
0810	Handing 11 business from site
1100	Few C
1200	1200-4
1300	Break - 1310
1310	Second 15 minute break
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310
1310	1310

CYPRESS SECURITY  
FIELD TIME SHEET

Employee: [Redacted] Week Start Date: 12/23/18  
 Supervisor: [Redacted] Employee ID: 00025  
 President: 12/29/18 Enter the week ending  
 SECURITY OFFICER  SUPERVISOR

Job Title	Date (mm/dd/yyyy)	Start Time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Different than Schedule
Security	Monday 12/24/18		SICK							
Security	Tuesday 12/25/18		OFF							
Security	Wednesday 12/26/18	0600	10:00	10:30	1400	8			8	
Security	Thursday 12/27/18	0600	10:00	10:30	1400	8			8	
Security	Friday 12/28/18	0600	10:00	10:30	1400	8			8	
									Weekly Total	

Employee: [Redacted] Signature Date: 12/26/18  
 Supervisor: [Redacted] Signature Date: [Redacted]  
 Project Manager: [Redacted] Signature Date: [Redacted]  
 ( ) EXEMPT ( ) NON-EXEMPT

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.

Cypress Private Security, LP

Contract No: 12/29/18  
Client: Cypress Private Security  
Contract Start Date: 12/29/18

**Scheduling Activity Report**  
Date Range: 12/23/18 - 12/29/18  
01/04/19 3:15:28 PM



Job #	Job Name	Holder Type	Wkly Contract No	Wkly Contract Hours	OT Hours	Wkly Contract Rate	OT Rate	OT %	OT \$	OT %	OT \$	OT %	OT \$	OT %	OT \$	OT %
4214	Ventura PAR - DPW EF #78216	Inarmed Officer														
	Geokey Information															
	No 12/29/18		06:00	14:00	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Mo 12/24/18		14:30	18:30	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	We 12/26/18		14:30	18:30	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Th 12/27/18		14:30	18:30	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Fr 12/28/18		14:30	18:30	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>SALES NICHOLS</b>															
	We 12/26/18		06:00	14:00	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Th 12/27/18		06:00	14:00	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Fr 12/28/18		06:00	14:00	0:00	15.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>4214 Ventura PAR - DPW EF #78216</b>															
	Hours Billed		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Non Bill		0:00	0:00	0:00	0.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Paid		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>Job Totals</b>															
	Hours Billed		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Non Bill		0:00	0:00	0:00	0.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Paid		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>Detailed Report</b>															
	Regular Inarmed Officer															
	Sum Totals		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Billed		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Non Bill		0:00	0:00	0:00	0.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Paid		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>Company Totals</b>															
	Sum Totals		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Billed		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Non Bill		0:00	0:00	0:00	0.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	Hours Paid		48:00	48:00	0:00	720.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	<b>OT Totals</b>															
	OT Hours		0:00	0:00	0:00	0.00	0:00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT Dollars		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT %		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	OT \$		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT %		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	OT \$		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT %		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	OT \$		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT %		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	OT \$		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%
	OT %		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	OT \$		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%

Cypress Private Security, LP

Employee #'s Listed: Range Entered



**Scheduling Report by Employee**

**Dates: 12/23/18 To 12/29/18**

01/04/19 3:16:22 PM

Page 1 of 1

Employee #	Employee Name	Post Description	Roll-over Type	Shift Code	Carry Over	In	Out	Lunch	Hours	
Date	Job #	Job Name								
12/26/18	4214	Ventura P&A - DPW FF # Unarmed Officer		Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/27/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/28/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
<b>Employee Totals</b>									<b>24.00</b>	
<b>Grand Totals</b>									<b>24.00</b>	

Cypress Private Security, LP

Date Range: 12/23/18 To 12/28/18

Maximum Security Level: 5

Emp # Employee Name

Date	Daily Total	Hours	In	Out	Lunch	Pay Rate	Hours Type
12/24/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Skcd
12/26/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular
12/27/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular
12/28/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular



**Timekeeping Report**  
Hours by Employee

01/09/19 3:13:54 PM Page 1

Job Description	Job #	Dollars	Ovt Hours	Ovt Rate	Ovt Dollars	Dbl Hours	Dbl Rate	Dbl Dollars	WT #
Ventura PAR - DPW FF #7021	4214	\$480.00	0.00	\$0.00	\$0.00	8.00	\$0.00	\$0.00	30.00
Ventura PAR - DPW FF #7021	4214								
Ventura PAR - DPW FF #7021	4214								
Ventura PAR - DPW FF #7021	4214								



Cypress Private Security, LP  
471 Tehama Street

Statement of Earnings

San Francisco CA 94102

4159232368

Check Date:  
01/04/19

Check #

Pay Period: 12/24/2018 THRU 12/31/2018

HOURS AND EARNINGS				* May be rounded		NON-TAX COMPLETION			TAXES																																																														
Pay Type	Hourly	CURRENT		Hourly	YTD	Category	The	YTD	Category	The	YTD																																																												
		Rate	Hours	Amount	Hours	Amount	Factor	Amount	Factor	Amount	Amount																																																												
Regular		11.00	31.00	341.00	31.00	341.00					341.00																																																												
Time		11.00	8.00	88.00	8.00	88.00					88.00																																																												
<b>TOTAL</b>																																																																							
<b>TAXABLE COMPLETION</b>																																																																							
<b>NON-TAX DEDUCTIONS</b>																																																																							
<b>OTHER INFORMATION</b>																																																																							
<table border="0"> <tr> <th colspan="3">NON-TAX DEDUCTIONS</th> <th colspan="3">OTHER INFORMATION</th> </tr> <tr> <th>Category</th> <th>The</th> <th>YTD</th> <th>Category</th> <th>12/24/2018</th> <th>YTD THRU 12/31/2018</th> </tr> <tr> <td>Retro Pay</td> <td>0.00</td> <td>0.00</td> <td>CA Sick Leave</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Sigh</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Accrued</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Time</td> <td>4.00</td> <td>4.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Hours Lost</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Adjustment</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Available Balance</td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>0.00</b></td> <td><b>0.00</b></td> <td><b>Total Accrued</b></td> <td><b>0.00</b></td> <td><b>0.00</b></td> </tr> </table>												NON-TAX DEDUCTIONS			OTHER INFORMATION			Category	The	YTD	Category	12/24/2018	YTD THRU 12/31/2018	Retro Pay	0.00	0.00	CA Sick Leave	0.00	0.00				Sigh	0.00	0.00				Accrued	0.00	0.00				Time	4.00	4.00				Hours Lost	0.00	0.00				Adjustment	0.00	0.00				Available Balance	1.00	1.00	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>Total Accrued</b>	<b>0.00</b>	<b>0.00</b>
NON-TAX DEDUCTIONS			OTHER INFORMATION																																																																				
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<b>IMPORTANT MESSAGES</b>																																																																							
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YTD	429.00	42.90	42.90	71.80	0.00	377.20																																																																	

Payroll Check  
Exp. No.: [REDACTED]

01/04/19

NON NEGOTIABLE



# 13. FORMS LIST

## TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
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	[INTENTIONALLY LEFT BLANK]
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	RFP SOLICITATION REQUIREMENTS REVIEW TRANSMITTAL FORM (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE
PW-17	COMPLIANCE WITH COUNTY'S ZERO-TOLERANCE HUMAN TRAFFICKING POLICY
PW-18	COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
PW-19	PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS

## LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (Submit only if requesting an exemption, submit at least seven days before due date for Proposals.)

- LW-3 LIVING WAGE RATE ANNUAL ADJUSTMENTS
- LW-4 ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 [INTENTIONALLY LEFT BLANK]
- LW-8 STAFFING PLAN AND COST METHODOLOGY
- 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. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: December 27, 2018 | 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: Security Services for Various Public Works Field Locations (2018-PA026)

DECLARANT INFORMATION

3. Name of Declarant: Kes Narbutas

4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s)

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Chief Executive Officer

PROPOSER INFORMATION

6. Proposer's full legal name: Cypress Private Security, LP Telephone No.: 415-946-4102  
 Physical Address (NO P.O. BOX): 9826 Pioneer Blvd, Suite 105 | Santa Fe Springs, CA 90670 Mobile No.: 415-760-8116  
 e-mail: ccunningham@cypress-security.com Fax No.: 415-352-1910  
 County Web/Van No.: 14881501 IRS No.: Business License No.: 0002905045-0001-8

7. Proposer's fictitious business name(s) or dba(s) (if any): Cypress Private Security  
 Country(s) of Registration: San Francisco State: CA Year(s) became DBA: 1996

8. The Proposer's form of business entity is a (CHECK ONLY ONE):

Sole proprietor Name of Proprietor: \_\_\_\_\_

Corporation: Corporation's principal place of business: \_\_\_\_\_  
 State of Incorporation: \_\_\_\_\_ Year Incorporated: \_\_\_\_\_

Non-profit Corporation certified under IRS 501(c)3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: \_\_\_\_\_ Secretary: \_\_\_\_\_

General Partnership: Names of partners: \_\_\_\_\_

A Limited Partnership: Name of general partner: CypSec, LLC

A Joint Venture of: Names of joint venturers: \_\_\_\_\_

A Limited Liability Company: Name of managing member: \_\_\_\_\_

9. The only persons or firms interested in this proposal as principals are the following:

Name: Kes Narbutas	Title: Chief Executive Officer	Phone: 415-240-4500	Fax: 415-352-1910
Street: 478 Tehama Street	City: San Francisco	State: CA	Zip: 94103
Name: Jonas Tegnerud	Title: Chief Operating Officer	Phone: 415-240-4502	Fax: 415-352-1910
Street: 478 Tehama Street	City: San Francisco	State: CA	Zip: 94103

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  Yes  
 If yes, name of parent firm: \_\_\_\_\_  
 State of incorporation/registration of parent firm: \_\_\_\_\_

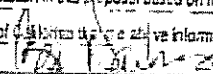
11. Has your firm done business under any other name(s) within the last five years?  No  Yes (if yes, please list the other name(s))  
 Name(s): Cypress Security, LLC Year of name change: 2018  
 Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger?  No  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 make these representations and all representation in this proposal based on information that they are true and correct to the best of my knowledge.

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

Signature of Proposer or Authorized Agent:  Date: 12/28/18

Type name and title: Kes Narbutas, Chief Executive Officer

Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM PW-2

SCHEDULE OF PRICES  
FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://dpw.lacounty.gov/brcd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Every Service Location Group will be evaluated and awarded independently. Your proposal must clearly specify which Service Location Group(s) your firm is submitting proposals for.

- The County intends to award six separate service Contracts to six separate service location Groups; however, proposers are not required to submit bids for all of the service location Groups solicited through this RFP. Proposers need only submit bid proposals for the specific service location Group(s) for which they intend to offer work. Each service location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective service location Group. Proposers must indicate which service location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G for the service location group(s) as follows:

PROPOSER BID(S)	SERVICE LOCATIONS GROUP	SCHEDULE OF PRICES
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP A-1:</u> <u>Stormwater Maintenance Group – North Area</u>	PW-2.1A (North) to PW-2.4A (North)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP A-2:</u> <u>Stormwater Maintenance Group – South Area</u>	PW-2.1A (South) to PW-2.4A (South)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP B:</u> <u>Transportation Services Group</u>	PW-2.1B to PW-2.4B
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP C:</u> <u>Programs Development Group</u>	PW-2.1C to PW-2.4C
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP D:</u> <u>Operational Services Group</u>	PW-2.1D to PW-2.4D
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP E:</u> <u>Public Health Facilities Group</u>	PW-2.1E to PW-2.4E

LEGAL TITLE OF PROPOSER  
Cypress Private Security, LP  
By: *[Signature]*  
Private Patrol Officer  
STATE CONTRACTOR'S LICENSE NUMBER  
#120221  
E-MAIL  
knarbutas@cypress-security.com

TITLE OF AUTHORIZED PERSON  
Chief Executive Officer  
DATE  
12/28/18  
BUSINESS PHONE  
415-240-4500  
PROPOSER'S ADDRESS  
9926 Pioneer Blvd, Suite 106  
Santa Fe Springs, CA 90670  
FAX  
415-722-2600

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

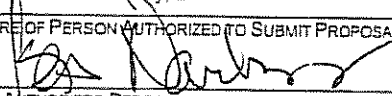
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1B, for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 28.33</u> /hr.	<u>26,480</u>	\$750,178.40
2.	Security Officer (Unarmed)	<u>\$ 26.34</u> /hr.	<u>1,000</u>	\$26,340.00
3.	Sergeant (Armed)	<u>\$ 29.28</u> /hr.	<u>500</u>	\$14,640.00
4.	Lieutenant (Armed)	<u>\$ 30.89</u> /hr.	<u>500</u>	\$15,445.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$806,603.40</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**


**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.2B, for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 29.46 /hr.</u>	<u>26,480</u>	\$780,100.80
2.	Security Officer (Unarmed)	<u>\$ 27.39 /hr.</u>	<u>1,000</u>	\$27,390.00
3.	Sergeant (Armed)	<u>\$ 30.45 /hr.</u>	<u>500</u>	\$15,225.00
4.	Lieutenant (Armed)	<u>\$ 32.13 /hr.</u>	<u>500</u>	\$16,065.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$838,780.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

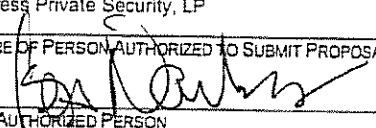
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Proposed Price calculated herein should be reflected the on proposer's submitted Form LW-8.3B, for Term 3 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	\$30.64 /hr.	<u>26,480</u>	\$ 811,347.20
2.	Security Officer (Unarmed)	\$28.48 /hr.	<u>1,000</u>	\$ 28,480.00
3.	Sergeant (Armed)	\$31.67 /hr.	<u>500</u>	\$ 15,835.00
4.	Lieutenant (Armed)	\$33.41 /hr.	<u>500</u>	\$ 16,705.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$872,367.20</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

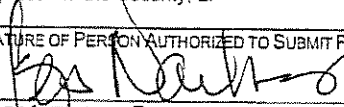
**GROUP B: Road Maintenance Group – As shown on Exhibit G, Figure B**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4B, for *Term 4 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 31.86 /hr.</u>	<u>26,480</u>	\$843,652.80
2.	Security Officer (Unarmed)	<u>\$ 29.62 /hr.</u>	<u>1,000</u>	\$29,620.00
3.	Sergeant (Armed)	<u>\$ 32.93 /hr.</u>	<u>500</u>	\$16,465.00
4.	Lieutenant (Armed)	<u>\$ 34.75 /hr.</u>	<u>500</u>	\$17,375.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$907,112.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP			
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 			
TITLE OF AUTHORIZED PERSON CEO			
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com		FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221		LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670			



FORM PW-3

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: Cypress Private Security, LP
Company Address: 9926 Pioneer Blvd Suite 106
City: Santa Fe Springs State: CA Zip Code: 90670
Telephone Number: 1-866-345-1277
(Type of Goods or Services): Security Guard Services

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts...
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...
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.

Form with fields for Print Name (Kes Narbuta), Title (Chief Executive Officer), Signature, and Date (12/31/18).

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR County of Los Angeles Department of Public Works - Security Services (2018-PA026)  
 SERVICE BY PROPOSER Cypress Private Security, LP  
 PROPOSAL DATE: 01/09/2019

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

	2013	2014	2015	2016	2017	Current Year to Date	Total
1. Number of contracts	72	67	72	75	78	83	447
2. Total dollar amount of Contracts (in thousands of dollars)	26,334	24,467	27,634	40,517	41,211	(Nov) 40,466	205,013
3. Number of fatalities	0	0	0	0	1	1	2
4. Number of lost workday cases	21	41	11	14	13	23	123
5. Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	3	0	0	1	4
6. Number of lost workdays	31	28	407	Over 25	Over 12	Over 24	527 +

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.

Res Narbylas, CEO  
 Name of Proposer or Authorized Agent (print)

Signature



12/31/18  
 Date



**In Reference to: RFP 2018-PA026**  
**Security Services for Various Public Works Field Locations**

Dear Mr. Medina,

Cypress Private Security, LP (CPS) is providing the Los Angeles County Department of Public Works with this letter including two statements describing the fatalities.

**Statement 1:**

On June 23, 2018, at approximately 0200 hours, Quality Control Manager (QCM) [REDACTED] was conducting an after-hours patrol check, when he was feeling sick and went inside one of the restrooms. [REDACTED] collapsed and was found deceased inside the restroom. The cause of death was report by police to be of natural causes.

Eugene Abellon  
Branch Manager, San Jose Branch

---

**Statement 2:**

On November 12, 2017, Security Officer [REDACTED] was assaulted while challenging a trespassing suspect and protecting a client employee. Officer [REDACTED] later succumbed to his injuries. The perpetrator was arrested and charged with murder.

Jason Berckart  
Area Vice President - Southwest Region  
Cypress Private Security

Sincerely,

Carl Cunningham  
Business Development Manager

Cypress Private Security  
478 Tehama Street  
San Francisco, CA 94103  
Direct: (415) 946-4102

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Kes Narbutas

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) Chief Executive Officer

of Cypress Private Security, LP

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 2.160.010, which provides as follows:

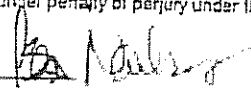
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of 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 2.160.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed



Date 12/31/18

Cypress Private Security, LP By: Cypress LLC By: Kes Narbutas, CEO

**PROPOSER'S REFERENCE LIST**

PROPOSER NAME: Cypress Private Security, LP

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works Security 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: Armed and Unarmed Security Services	SERVICE DATES: 2/2009-present
DEPT/DISTRICT: LA County DPW Headquarters	
CONTACT: Vicky Valles	
TELEPHONE: 626-458-7393	
FAX:	
E-MAIL: vvalles@dpw.lacounty.gov	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 4/2009-present
DEPT/DISTRICT: LA County DPW Field Facilities	
CONTACT: Edwin Manoukian	
TELEPHONE: 626-458-4057 (626) 458-4194	
FAX:	
E-MAIL: emanoukian@dpw.lacounty.gov	

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 07/2004 - Present
AGENCY/FIRM: East Bay Municipal Utility District	
ADDRESS: 375 Eleventh Street, Oakland, CA 94607-4240	
CONTACT: Steven Frew, Manager of Security and Emergency Preparedness	
TELEPHONE: (510) 287-0681	
FAX:	
E-MAIL: sfrew@ebmud.com	

SERVICE: Unarmed Security	SERVICE DATES: 04/2012 - Present
AGENCY/FIRM: Glendale Water and Power	
ADDRESS: 800 Air Way Glendale, CA 91201	
CONTACT: Martin Powers, Project Manager-Security	
TELEPHONE: 818-937-8987	
FAX:	
E-MAIL: mpowers@glendaleca.gov	

SERVICE: Unarmed Security	SERVICE DATES: 11/2017-present
AGENCY/FIRM: Arts District of Los Angeles	
ADDRESS: 627 S Central Ave, Los Angeles, CA 90021	
CONTACT: Miguel Vargas	
TELEPHONE: 213-236-0907 (213) 327-6979	
FAX:	
E-MAIL: miguel@artsdistrictla.org	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 05/21/2008 - Present
AGENCY/FIRM: San Francisco Municipal Transportation Agency	
ADDRESS: One South Van Ness Ave., 8th Floor, Room 8193	
CONTACT: Chris Grabarkiewicz, Director - Security, Investigations & Enforcement	
TELEPHONE: Office: 415-701-5440	
FAX:	
E-MAIL: Christopher.Grabarkiewicz@sfmta.com	

FORM PW-6

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Cypress Private Security, LP

**PROPOSED CONTRACT FOR:** County of Los Angeles Department of Public Works Security Services

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

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

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

SERVICE:	SERVICE DATES:
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E-MAIL:	

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

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

SERVICE: Unarmed Security	SERVICE DATES: 4/2015 - Present
AGENCY/FIRM: Port of Oakland	
ADDRESS: 651 Maritime St. Oakland, CA 94607	
CONTACT: Troy Hosmer, Port Facilities Security Officer	
TELEPHONE: (510) 627-1303	
FAX:	
E-MAIL: thosmer@portoakland.com	

SERVICE: Armed and Unarmed Security	SERVICE DATES: 9/2012 - 11/2018
AGENCY/FIRM: The Housing Authority of the City of Los Angeles (HACLA)	
ADDRESS: 2030 Wilshire Blvd. 4th floor Los Angeles, CA 90057	
CONTACT: Patrick McLaughlin, Title Contract Manager	
TELEPHONE: Office: 213-262-2713   Cell: 213-269-5371	
FAX:	
E-MAIL: Patrick.McLaughlin@hacle.org	

SERVICE: Unarmed Security	SERVICE DATES: 10/2012 - Present
AGENCY/FIRM: Alameda-Contra Costa Transit District (AC Transit)	
ADDRESS: 1800 Franklin Street Oakland, CA 94612	
CONTACT: Mark D. Jackson - Protective Services Manager, AC Transit	
TELEPHONE: Work: 510-891-4727	
FAX:	
E-MAIL: Mjackson@actransit.org	

SERVICE: Unarmed Security	SERVICE DATES: 01/2010 - Present
AGENCY/FIRM: Redondo Beach Transit Center	
ADDRESS: 415 Diamond Street Redondo Beach, CA 90277	
CONTACT: Joyce Rooney, Transit Operations and Transportation Facilities Manager	
TELEPHONE: Tel: 310-316-6910 ext. 2570	
FAX: Fax: 310-437-8621	
E-MAIL: Joyce.Rooney@redondo.org	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

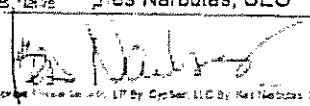
Proposer's Name	Cypress Private Security, LP
Address	9926 Pioneer Blvd, Suite 106   Santa Fe Springs, CA 90670
Internal Revenue Service Employer Identification Number	

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 antidiscrimination 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<br><input type="checkbox"/> NO |
| 2 | The proposer periodically conducts a self-analysis or utilization analysis of its work force.   | <input checked="" type="checkbox"/> YES<br><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<br><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<br><input type="checkbox"/> NO |

Proposer: Cypress Private Security, LP

Authorized representative: Res Narbutas, CEO

Signature:  Date: 12/31/18

Cypress Private Security, LP By: Cypress, LLC By: Res Narbutas, CEO

FORM PW-8

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FORM PW-9

**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 Cypress Private Security, LP

County Webven No. \_\_\_\_\_

Print Name: Kes Nurbas

Title: Chief Executive Officer

Signature: [Handwritten Signature] LLC By Kes Nurbas, CEO

Date: 12/31/18

\_\_\_\_\_  
Reviewer's Signature

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Disapproved

\_\_\_\_\_  
Date

FORM PW-9  
(Continued)

All proposers responding to this RFP must complete and submit this form for proper consideration of their proposal.

FIRM NAME: Cypress Private Security, LP

My County (WebVen) Vendor Number: 14881501

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): 1,700

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			24	8	318	341
Hispanic/Latino			14	6	207	176
Asian or Pacific Islander			8	4	63	31
American Indian			2	0	7	3
Filipino			8	2	58	37
White	2		6	8	153	178

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


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

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.

By:  Cypress Private Security, LP  
 Title: Chief Executive Officer Date: 12/31/18

FORM PW-10

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](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

Proposer shall complete all 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

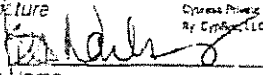
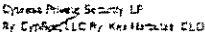
NO

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 	Cypress Private Security LP By:  Kenneth ELO	Title Chief Executive Officer
Firm Name Cypress Private Security, LP	Date 12/31/18	

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Cypress Private Security, LP  
Company Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670  
Address

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

Proposer or Contractor has examined its activities and determined that it does not currently 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 comply with them in a timely manner and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

YES  NO

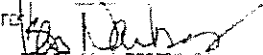
-OR-

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

YES  NO

Name: Kes Narbutas

Title: CEO

Signature: 

Date: 12/31/18

Cypress Private Security, LP By: CyoSec, LLC By: Kes Narbutas, CEO

FORM PW-13

PROPOSER'S LIST OF TERMINATED CONTRACTS

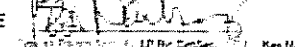
PROPOSER'S NAME: Cypress Private Security, LP

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: Security Guard	TERMINATING DATE: 10/2018	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM City of Lynwood		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM 11330 Bullis Road Lynwood, CA 90262		ADDRESS OF FIRM	
CONTACT PERSON: Mark Flores		CONTACT PERSON:	
TELEPHONE: 310-603-0220 x319		TELEPHONE:	
FAX:		FAX:	
E-MAIL: mflores@lynwood.ca.us		E-MAIL:	

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

SIGNATURE  Mark Flores, CEO

DATE: 12/31/18

FORM PW-14

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security, LP

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.

Please see attached pages

A.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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B.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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Signature of Proposer: [Signature] Date: 12/31/18

Cypress Private Security, LP by System LLC    Internal CEO

FORM PW-15

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: Cypress, LLC By: Koa Norikazu CEO

FORM PW-16

PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE

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.

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.

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: Res N. Kutas

Title: Chief Executive Officer

Signature:   
Cypress Private Security, Inc./CPS, LLC By: Res N. Kutas, CEO

Date: 12/31/18



FORM PW-17

COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

Company Name: Cypress Private Security, LP

Company Address: 9926 Pioneer Blvd. Suite 106

City: Santa Fe Springs State: CA Zip Code: 90670

Telephone Number: 1-866-345-1277 Email Address: info@cypress-security.com

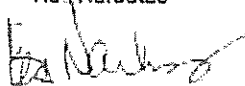
Solicitation/Contract for (2018-PA026) Security Services

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 the 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:	Ken Narbutas	Title:	Chief Executive Officer
Signature:		Date:	12/31/18

Cypress Private Security, LP  
By Cypress LLC By Ken Narbutas, CEO

FORM PW-18

COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION


Company Name: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd, Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277	Email Address: info@cypress-security.com	
Solicitation/Contract for (2018-PA026) Security		Services

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.55 (Compliance with Fair Chance Employment Practices) of the Contract and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: Kes Narbutas	Title: Chief Executive Officer
Signature: 	Date: 12/31/18
<small>Cypress Private Security LP By Cypress, LLC D. Narbutas, CEO</small>	

FORM PW-19

**PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

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

*Important Note: Information on this form is subject to verification and may not be used for scoring purposes.*

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements. Including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

- Proposer must possess a valid and active California-Issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. Please complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	02/20/2018 to 02/29/2020	120221	23

No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. Please complete the chart below:

Proposer's Name	Dates of Experience (Month/Yr. to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	05/1996 to present	Security guard and workforce management services	24, 140 26-27

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

FORM PW-19  
(Continued)

3. Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising security operations.

Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Dates of Experience (Month/Yr. -to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Felix Guerrero	10/2000 to present	Security Manager	12

No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

4. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guaranty. Subcontractors will not be allowed to fulfill this requirement.

Yes. Proposer submits the required Bid Guaranty as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guaranty is included: Included as an attachment

No. Proposer does not submit the required Bid Guaranty as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.

Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.

No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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

Signature: [Handwritten Signature] Title: Chief Executive Officer  
 Firm Name: Cypress Private Security, LP Date: 12/31/18

FORM LW-3

**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:

<u>Effective Date</u>	<u>Hourly Rate</u>
<u>January 1, 2018</u>	<u>\$15.00</u>
<u>January 1, 2019</u>	<u>\$15.79</u>
<u>January 1, 2020</u>	Per CPI

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, 2018, and will end September 30, 2019, 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

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:

[X] 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:

[X] The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.050), 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

[X] 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

[X] 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):

[X] 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 Authorized Signature: [Signature] Print Name and Title: Kes Narbutas, CEO
Print Name of Firm: Cypress Private Security, LP Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM LW-6

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<b>COUNTY DETERMINATION</b> Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____		<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	<b>Proposer Fully Disclosed</b>	<b>Proposer Did Not Fully Disclose</b>	
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider Investigating a finding of proposer non-responsibility**	16 - 20% Consider Investigating a finding of proposer non-responsibility**	
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations *	4 - 7%	6 - 14% Consider investigating a finding of proposer non-responsibility**	
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%	
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations *	0 - 1%	1 - 2%	
<b>NDNE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A	

**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.

GUIDELINES FOR ASSESSMENT OF PROPOSER, 7/25/01

FORM LW-7

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**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>PALMDALE YARD (MD5)</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.13	\$ 40,974.96	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	<b>128</b>	<b>6656</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.13	\$ 40,974.96	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	<b>42</b>	<b>2184</b>			
• Armed Security Officer (1)		6	6	6	6			24	1248	\$17.13	\$ 21,378.24	
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$17.13	\$ 16,033.68	
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	<b>84</b>	<b>4368</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$17.13	\$ 24,941.28	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$17.13	\$	17,130.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.11	\$	16,110.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$18.01	\$	9,455.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>488,062.40</b>	
									(1) Vacations, Sick Leave, Holiday	\$	41,292.97	
									(2) Health Insurance	\$	26,339.88	
									(3) Payroll Taxes & Workers' Compensation	\$	78,238.37	
									(4) Welfare and Pension	\$	2,598.54	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>148,469.76</b>	
									(5) Equipment Costs	\$	30,327.62	
									(6) Service and Supply Costs	\$	86,919.59	
									(7) General and Administrative Costs	\$	28,633.94	
									(8) Profit	\$	24,190.09	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>170,071.24</b>	
									<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>806,603.40</b>	

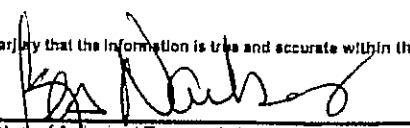
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**  
**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>PALMDALE YARD (MDS)</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>HOLLYDALE YARD</b>	24	16	18	16	16	16	24	<b>128</b>	<b>6656</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$17.81	\$ 42,601.52	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	<b>42</b>	<b>2164</b>			
• Armed Security Officer (1)		6	6	6	6			24	1248	\$17.81	\$ 22,226.88	
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$17.81	\$ 16,670.16	
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	<b>84</b>	<b>4368</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$17.81	\$ 25,931.36	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$17.81	\$	17,810.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.75	\$	16,750.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$19.67	\$	9,835.00
<b>Comments/Notes:</b>												
										<b>Total Salaries</b>	<b>\$ 507,443.80</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 42,944.69	
										(2) Health Insurance	\$ 27,393.48	
										(3) Payroll Taxes & Workers' Compensation	\$ 81,367.90	
										(4) Welfare and Pension	\$ 2,702.48	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 154,408.55</b>	
										(5) Equipment Costs	\$ 31,540.73	
										(6) Service and Supply Costs	\$ 90,396.37	
										(7) General and Administrative Costs	\$ 29,779.29	
										(8) Profit	\$ 25,212.06	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 176,928.45</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 838,780.80</b>	

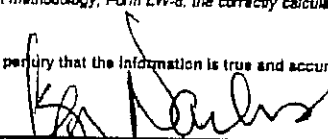
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

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Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kas Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP B – Road Maintenance Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>PALMDALE YARD (MD5)</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	128	6656			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	118	6136			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$18.52	\$ 44,299.84	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	42	2184			
• Armed Security Officer (1)		6	6	6	6			24	1248	\$18.52	\$ 23,112.96	
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$18.52	\$ 17,334.72	
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	84	4368			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$18.52	\$ 26,965.12	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$18.52	\$	18,520.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$17.42	\$	17,420.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$19.24	\$	9,620.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$20.45	\$	10,225.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>527,674.60</b>	
									(1) Vacations, Sick Leave, Holiday	\$	44,662.48	
									(2) Health Insurance	\$	28,489.22	
									(3) Payroll Taxes & Workers' Compensation	\$	84,622.62	
									(4) Welfare and Pension	\$	2,810.58	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>160,584.90</b>	
									(5) Equipment Costs	\$	32,802.36	
									(6) Service and Supply Costs	\$	94,012.23	
									(7) General and Administrative Costs	\$	30,970.47	
									(8) Profit	\$	26,322.64	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>184,107.70</b>	
									<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>872,367.20</b>	

\* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbulas  
 Name of Authorized Representative

*[Signature]*  
 Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)  
• GROUP B – Road Maintenance Group

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>PALMDALE YARD (MD5)</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$19.26	\$ 46,069.92	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>HOLLYDALE YARD</b>	24	16	16	16	16	16	24	<b>128</b>	<b>6656</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>RD 555 YARD</b>	24	14	14	14	14	14	24	<b>118</b>	<b>6136</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	6	6	6	6	6	8	46	2392	\$19.26	\$ 46,069.92	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>SOUTHWEST PERMIT OFFICE</b>	0	10.5	10.5	10.5	10.5	0	0	<b>42</b>	<b>2184</b>			
• Armed Security Officer (1)		6	6	6	6			24	1248	\$19.26	\$ 24,036.48	
• Armed Security Officer (2)		4.5	4.5	4.5	4.5			18	936	\$19.26	\$ 18,027.36	
<b>LA PUENTE PERMIT OFFICE</b>	12	12	12	12	12	12	12	<b>84</b>	<b>4368</b>			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	4	4	4	4	4	4	4	28	1456	\$19.26	\$ 28,042.56	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$19.26	\$	19,260.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$18.12	\$	18,120.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$20.10	\$	10,050.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 548,809.80</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 46,448.00	
										(2) Health Insurance	\$ 29,628.79	
										(3) Payroll Taxes & Workers' Compensation	\$ 88,007.52	
										(4) Welfare and Pension	\$ 2,923.00	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 167,007.31</b>	
										(5) Equipment Costs	\$ 34,114.45	
										(6) Service and Supply Costs	\$ 97,772.72	
										(7) General and Administrative Costs	\$ 32,209.28	
										(8) Profit	\$ 27,199.24	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 191,295.69</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 907,112.80</b>	

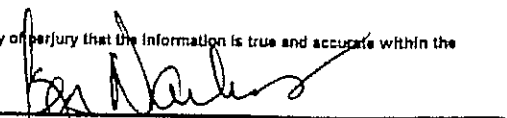
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
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Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. 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 equal 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.

Cypress Private Security, LP

Kes Narbutas

  
Signature of Authorized Representative

Name of Proposing Entity/Firm

Name of Authorized Representative

FORM LW-9

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**INSTRUCTIONS**

The contractor selected through this RFP 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 each 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.

- 1. TRACKING HOURS WORKED
- 1.1. How does the Proposer track employee hours actually worked?
- 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?
- 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?

*Please see attached numbered responses.*

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please black out any personal information).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (F ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occur?
- 5.3. If so, who prepares, reviews, and approves such documentation?

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- E. HOW PAYROLL IS PREPARED**
- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
  - 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
  - 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
  - 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
  - 6.5. 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).



FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

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FORM LW-8

QUESTION

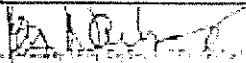
RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

Proposer: <b>Kenn Harbut, CEO</b>	Company: <b>Cypress Private Security, LP</b>
Signature: 	Date: <b>12/31/18</b>

6 of 6

Cypress – Form LW-9 Response

Tracking Hours Worked

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

Reporting Time

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

Records of Actual Time Worked

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

Other Records Used to Create Payroll

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

Breaks

5. HOURS WORKED	10 MINUTE PAID	
REST BREAKS	30 MINUTE UNPAID/PAID	MEAL BREAKS
> 0 < 3½	0	0
> 3½ < 5	1	0
> 5 < 6 1	1	
> 6 < 10	2	1
> 10 < 14	3	2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll Is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

7.  
N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the specs provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

### DAILY ACTIVITY REPORT

Client: Verdugo Hills Country Club Date: 1/8/19 11:00 AM  
 Location: 1000 Verdugo Hills Road, Suite 100, Verdugo Hills, CA 91330

Shift	Hours	<u>1100-1400</u>
Start	End	<u>[Redacted]</u>
Area	Post	<u>Verdugo Hills Club</u>

Equipment Received at Start of Shift  
1 Key, Binder, Phone

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift

Signature: [Redacted] Print Name: [Redacted]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threat
Breakage	Loss (equipment)	Threatening
Complaints	Malfunction	Usage/Depletion (recharge)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separately)
Hazard (identified)	Theft	Waste of power/resources etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

Title: DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1

START OF SHIFT: [Redacted]

1. To reporting, control of area

2. Report (MIS. work)

3. Control area as usual

FIRST 10 MINUTE BREAK

0700. Clean up cars left

trash/tying area

if possible. Car

control area

on 5 of 11/11

Upon starting your shift, you assume full responsibility for the security equipment assigned to your job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



TIME	DAILY ACTIVITY REPORT (DAR)	PAGE 2
1730	[Handwritten notes]	
0800	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	
[Handwritten]	[Handwritten notes]	

CYPRESS SECURITY  
**FIELD TIME SHEET**

Employee: [Redacted] When Start Date: 12/23/18  
 Work Site: Ventura - [Redacted] Employee #: [Redacted]  
 Position: 122918 Enter the week ending: 12/29/18  
 SECURITY OFFICER  SUPERVISOR

Date	Start Time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Different than Schedule
Monday 12/24/18		SICK							
Tuesday 12/25/18		OFF							
Wednesday 12/26/18	0600	10:00	10:30	1400	8			8	
Thursday 12/27/18	0600	10:00	10:30	1400	8			8	
Friday 12/28/18	0600	10:00	10:30	1400	8			8	
Saturday									
Weekly Total									

Employee Signature: [Redacted] Signature Date: 12/29/18  
 Supervisor Signature: [Redacted] Signature Date: 12/29/18  
 Once Use Only:  EMPLOYEER  NON EMPLOYEER

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no pret or willful understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.

Cypress Private Security, LP

Group By: Post Descr & Emp Number  
Post Sort: Employee Name  
Second Sort: Date

Scheduling Activity Report  
Date Range: 12/29/18 - 12/29/18  
01/24/19 3:15:28 PM Page 1 of 2

Job # Job Name Rollover Type Wily Contract Wily Contract OT Pay Rate Hours In Out Lunch Hours Hrs Mm Pay Rate Hours In Out Lunch Hours Hrs Mm

4214 Ventura PAR - DPW FF #78216 Unarmed Officer  
Genery Mpolyan  
Mo 12/24/18 06:00 14:00 8.00 \$15.00  
Mo 12/24/18 14:00 18:00 4.00 \$15.00  
We 12/27/18 14:00 18:00 4.00 \$15.00  
Th 12/27/18 14:00 18:00 4.00 \$15.00  
Fr 12/28/18 14:00 18:00 4.00 \$15.00  
Maha Venkita  
We 12/26/18 06:00 14:00 8.00 \$15.00  
Th 12/27/18 06:00 14:00 8.00 \$15.00  
Fr 12/28/18 06:00 14:00 8.00 \$15.00

4214 Ventura PAR - DPW FF #78216 Job Totals  
Hours Billed 48.00  
Hours Non Bill 0.00  
Hours Paid 48.00  
4214 Ventura PAR - DPW FF #78233 Job Totals  
Hours Billed 44.00  
Hours Non Bill 0.00  
Hours Paid 44.00

Additional Description Description Rate Rate Hours Hours Dollars Dollars Percent Percent  
224.18 Regular Unarmed Officer \$24.18 8.00 \$193.44 8.00% \$193.44 8.00%  
224.18 Regular Unarmed Officer \$24.18 4.00 \$96.72 4.00% \$96.72 4.00%  
224.18 Regular Unarmed Officer \$24.18 4.00 \$96.72 4.00% \$96.72 4.00%  
224.18 Regular Unarmed Officer \$24.18 4.00 \$96.72 4.00% \$96.72 4.00%

Company Totals  
Grand Totals Hours Billed 92.00  
Hours Non Bill 0.00  
Hours Paid 92.00  
Grand Totals Dollars Dollars Percent Percent  
\$2,160.64 \$2,160.64 64.62% 64.62%



Cypress Private Security, LP

Employee #'s Listed: Range Entered



Scheduling Report by Employee

Dates: 12/23/18 To 12/29/18

01/04/19 3:16:22 PM

Page 1 of 1

Employee # Date	Employee Name Job # Job Name	Post Description	Rollover Type	Shift Code	Carry Over	In	Out	Loach	Hours	
12/26/18	4214	Ventura P&R - DPW FF # Unarmed Officer		Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/27/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/28/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
<b>Employee Totals</b>										24.00
<b>Grand Totals</b>										24.00

**Cypress Private Security, LP**

Date Range: 12/23/18 to 12/28/18

Maximum Security Level: 5

Emp # Employee Name

Date Day Total Hours

To

Out

Lunch

Pay Rate

Hours Type

Job #

Job Description

Dollars

Ovt Hours

Ovt Dollars

Dbl Hours

Dbl Rate

WT #

DT Dollars

**Timekeeping Report**  
Hours by Employee

01/09/19 3:13:34 PM Page 1

Date	Day	Total Hours	To	Out	Lunch	Pay Rate	Hours Type	Job #	Job Description	Dollars	Ovt Hours	Ovt Dollars	Dbl Hours	Dbl Rate	WT #	DT Dollars
12/24/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Sec	4214	Ventura PAR - DPW FF #7021	\$120.00	0.00	\$0.00	0.00	0.00		\$0.00
12/26/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7021	\$120.00	0.00	\$0.00	0.00	0.00		\$0.00
12/27/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7021	\$120.00	0.00	\$0.00	0.00	0.00		\$0.00
12/28/18		8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7021	\$120.00	0.00	\$0.00	0.00	0.00		\$0.00
		<b>Total Hours:</b>					<b>32.00</b>									



Cypress Private Security, LP  
471 Tuberos Blvd

San Francisco CA 94116

(415) 253-1900

Check Date: 01/04/19

Check #: XXXXXXXXXX

Pay Period: 12/23/2018 THRU 12/29/2018

**Statement of Earnings**

EMPLOYEE INFORMATION						EMPLOYER INFORMATION		EMPLOYEE INFORMATION				
EMPLOYEE ID: 4122						EMPLOYEE TYPE: Full Time		EMPLOYEE TYPE: Full Time				
EMPLOYEE NAME: [REDACTED]						EMPLOYEE ADDRESS: [REDACTED]		EMPLOYEE ADDRESS: [REDACTED]				
HOURS AND EARNINGS						NON-TAX COMPENSATIONS				TAXES		
Pay Type	Rate	Hours	CURRENT			THE		THE		YTD		
			Rate	Hours	Earnings	Period	YTD	Period	YTD			
REG	14.00	24.00	14.00	24.00	336.00			Federal YTD	20.38	20.38		
REG	15.00	8.00	15.00	8.00	120.00			FICA	27.64	27.64		
								Medicare	8.43	8.43		
								CA YTD	2.54	2.54		
								CA State Disability	4.41	4.41		
<b>Total</b>						<b>456.00</b>	<b>32.00</b>	<b>Total</b>	<b>72.94</b>	<b>72.94</b>		
TAXABLE COMPENSATIONS						NON-TAX DEDUCTIONS				OTHER INFORMATION		
Pay Type	Rate	Hours	CURRENT			THE		12/23/2018		YTD 12/29/2018		
			Rate	Hours	Earnings	Period	YTD	Period	12/23/2018	12/29/2018		
REG							Other Income	37.00	37.00			
										CA Min Less		
										Days	8.00	
										Accrued	8.00	
										Used	8.00	
										Hours Left	0.00	
										Adjustment	0.00	
										Annual Leave	1.00	
										Total Accrued	41.00	
<b>Total</b>						<b>456.00</b>	<b>32.00</b>	<b>Total</b>	<b>37.00</b>	<b>37.00</b>		
TAXABLE DEDUCTIONS						THE		YTD		TAXABLE DEDUCTIONS		
IMPORTANT MESSAGES												
	Gross Earnings	FICA Taxes	Federal Taxes	Total	Other Deductions	Net Pay						
Current	456.00	44.25	42.93	543.18	37.00	506.18						
YTD	456.00	44.25	42.93	543.18	37.00	506.18						

Payroll Check

Exp. No.: XXXXXXXXXX

01/04/19



**NON NEGOTIABLE**

## 14. LIVING WAGE ORDINANCE - NO EXEMPTIONS

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Cypress is not applying for any exemptions to the living wage ordinance.

## 15. BID GUARANTY

Cypress has included the requested bid guaranty as a separate attachment.

## 16. ADDITIONAL INFORMATION

### 1. Project Plan

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your facility. The CPS approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, CPS pays special attention in addressing the following factors:

**24/7 Quality Control Manager Program** – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but QCMs also reward and discipline them. If necessary, QCMs can assist in cross-training officers at the various County sites. At CPS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Armed and Unarmed Services** – Armed officers undergo rigorous weapons training. All weapons licenses must be maintained and kept current.

**Roving Patrols** – Officers perform full patrols on a regular basis. These patrols include all areas of the particular site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

**Customer Service** – All CPS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site. Our company training manager is certified by the Disney Institute, having successfully completed Disney's Approach to Quality Service.

**Lost and Found** – Lost and found property is logged, inventoried, labeled, and issued a serial number to assist with tracking and accountability. All items are stored securely for a period of 90 days and are donated to charity if left unclaimed.

**Access Control** – Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

**Emergency Response** – CPS has developed plans and protocols responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and other emergencies. When possible, we will conduct drills so that evacuation plans and other plans will be meaningful to officers. Every CPS officer is considered a first responder and is fully certified (and current) in CPR and first aid. Cypress retains a fully-certified CPR instructor on staff to provide initial training and recertification. Each officer receives a four hour fire and life safety class prior to assignment. Site-specific emergency procedure training supplements the safety class. Our 24/7 dispatch center is always staffed by a scheduling manager or

watch commander who can call in backup/flex officers during any emergency situation if circumstances require extra officers at the scene. CPS also works with local law enforcement to coordinate our efforts with the police.

**Safety** – All safety hazards are documented and reported to the CPS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. CPS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

**Monitoring and Alarm Systems** – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Currently, at various sites for other clients, CPS officers operate proximity card access systems and fire control centers including equipment such as the Intellex DV 16000 Digital Video Management System and the Pelco CM9760 KBD Intelligent Video Keyboard. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. CPS also operates X-ray scanners, card readers, magnetometers, metal detectors, and wands for various clients. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

**Reporting and Documentation** – All CPS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via the report writing system. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

**Handling Disruptive Individuals** – CPS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. CPS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

**Rules and Regulations** – All officers and supervisors learn Public Works' rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (D3 guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty at their assignment.

**Code of Ethics** – CPS officers follow our established code of ethics. In particular, the following apply to ALL employees of CPS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each CPS officer shall conduct himself or herself with the highest level of integrity.

**Confidentiality** – All CPS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by CPS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All CPS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The CPS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

**Emergency Response** – CPS will design and implement an emergency plan that will address all response to threats and potential emergencies at the County sites. The CPS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. CPS understands that changing security needs in the case of an emergency or incident requires CPS to respond with additional staff. CPS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). CPS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, CPS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- **Cross-training** – CPS cross-trains security officers, supervisors, and managers. CPS will share an employee list of trained officers available to work at the site and will train more officers per request of client, if needed.
- **Back-up Staffing** – CPS will, at all times, have a pool of people who have received full site training and orientation, including post assignments, standards, and procedures. These officers will be able to fill any shift on a short notice.
- **Emergency Planning** – CPS operates a corporate emergency response plan based on the nationally-recognized Incident Command System. This plan covers all aspects of emergency response. Our corporate guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, CPS works with management to implement preventive measures such as training and emergency planning.
- **Emergency Response Vehicle** – CPS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables CPS to respond during an emergency incident or scheduled special events.

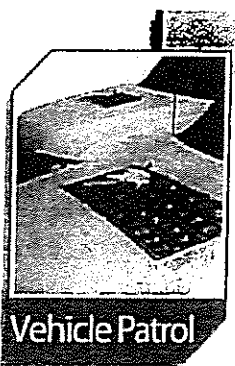




**Unarmed Security Officers** – Every Cypress Private Security officer is thoroughly trained to meet the requirements of the client, including the specific security needs of the client's industry. All officers know how to prepare clear and concise incident/condition reports and speak English. They receive training in customer service, emergency response, and other critical skills. Because of our extensive training, CPS officers are engaged and thus motivated, and they approach their work with the utmost professionalism. Uniforms are customized to meet client requirements, and our quality control managers ensure consistent performance and supervision. CPS' extensive pre-employment screening ensures that we hire individuals with integrity, professionalism, and intelligence.



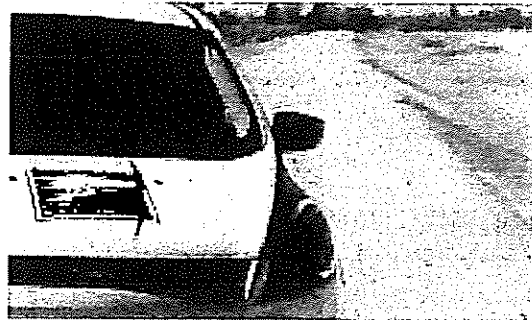
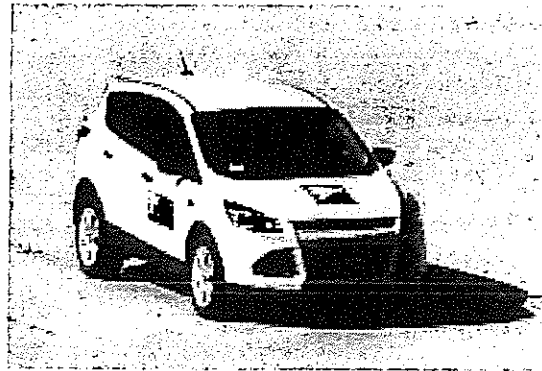
**Armed Security Officers** – An armed security solution requires additional scrutiny and assessment when designing and implementing the right solution for your organization. CPS armed officers undergo rigorous training and psychological screening before receiving their assignments. Our training programs for both armed and unarmed officers are of the highest quality in the industry. CPS armed security officers are prepared to respond to a wide range of situations, and protect the safety of people and property. The CPS armed officer training program includes use of force, report writing and documentation, critical incident response, and advanced criminal law.



**Vehicle Patrol** – CPS offers a state of the art vehicle patrol program. We maintain a fleet of gas/electric hybrid patrol vehicles, each equipped with a digital video recording (DVR) system covering 360-degrees around the vehicle. In addition to the mobile DVR system, all vehicles are equipped with an audio recording system to document conversations inside the vehicle. Each vehicle is equipped with a GPS tracking and mapping system and is tracked 24/7 through the CPS dispatch center. Vehicles transmit all vehicle-related information, including speed, location, and any mechanical issues. All patrol stops are recorded and tracked on a server, which allows the client to retrieve information about any patrol stop within the previous 30 days.

**Vehicles**

CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



## 2. Recruitment Process

We post our open positions on job websites such as Craigslist, Monster, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Cypress is committed to hiring veterans and recruits from military job placement venues.

Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our internal job board can be viewed 24/7 online by any of our employees who are interested in searching for promotion opportunities, open shifts, open positions, etc.

All of our offices have dedicated recruiters who attend job fairs, communicate with schools, and screen applicants. The recruiters work under the umbrella of our main office and the Human Resources Management system so that all branch managers and the HR director are fully aware of what positions are open.

Our two most effective recruiting mediums are word of mouth and the Internet, especially our Craigslist postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends. Hiring fairs have also proven to be effective, and we have been successful in providing jobs to veterans returning from service abroad.

### Personnel Selection Process

As an equal opportunity employer, CPS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment. Only one out of every twenty applicants is hired.

**Pre-Application Interview Questions:** The application process starts with a questionnaire designed to reveal attitudes toward work and security. Applicants are then selected to continue the application process.

**Application:** After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. CPS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

**Interview:** To best assess a potential employee, CPS has implemented a multi-step interview process.

- **Human Resources Review of Application and Interview:** After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between CPS and the applicant. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- **Hiring Manager Interview:** The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment.
- **Chief Operating Officer/Branch Manager Interview:** The manager will then conduct an interview with the applicant in order to establish how well the individual fits within the overall CPS culture, values, philosophies, and service standards.
- **Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right applicant for each

site. (The effectiveness of our selection process is further demonstrated by the fact that 97% of our clients are more than satisfied with their initial officers and only 3% have voiced a concern.)

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the CPS personnel selection process.

#### **Testing and Background Checks**

**Written Test:** Applicants take a written test so we can learn about their approach toward security, customer service, and their reasons for applying with CPS. This test is a good indicator of an applicant's ability to think intelligently and write professional reports.

**Personality Test:** CPS uses proven personality tests. The following is a sample of areas examined in the personality test: honesty; drug and alcohol use; propensity toward anger/violence; integrity and work ethic; and willingness to follow directions.

**Screening & Background Check:** After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

**Training & Work Verification:** All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new CPS employee will complete and pass required CPS training modules.

**Annual Verifications of Certificates:** CPS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year CPS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

**Drug Testing:** Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene.

**Kwantek:** Our HR and recruiting team uses Kwantek software to continue growing our team. Kwantek is an integrated applicant tracking software system used to speed up the hiring and onboarding process. It facilitates the job posting process by posting to hundreds of job boards instantly. It allows our team to selectively interview the best candidates by creating filters to find individuals who match exactly what the job requires. Kwantek also provides seamless onboarding with electronic verification and compliance checks (including one-click background screening).



### 3. CPS: The Logical Choice for Public Works

CPS has a number of competitive advantages that make us the logical choice as the preferred vendor for Public Works. These competitive advantages have been developed over the years and show how the CPS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

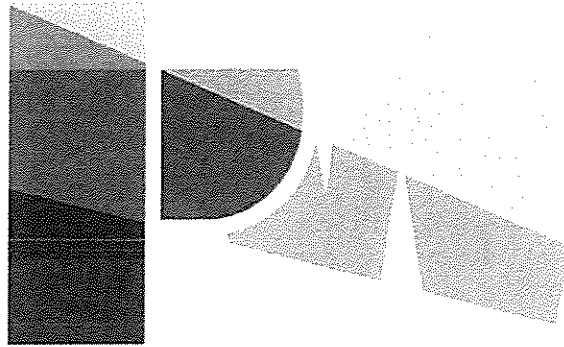
- **Experienced Management Team** – CPS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management. As the incumbent security provider, CPS has the proven experience and expertise. Our understanding of the scope of work is second to none.
- **Cypress Online Training** – CPS has developed a proprietary online training program that is used to train officers. Employees can access the Web-based training system from any computer and complete training modules.
- **Outstanding Benefits Program and Career Development Philosophy** – CPS has comprehensive programs to reward and retain high performing officers for better quality and workforce stability.
- **Low Turnover Rate** – CPS has one of the lowest employee turnover rates in the industry, and our officers are loyal and dedicated workers. Low turnover also results in fewer rehiring and retraining expenses.
- **Cultural Sensitivity** – CPS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- **Dispatch Center** – CPS operates a dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. CPS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- **Emergency Response** – CPS develops emergency plans for all clients. CPS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.
- **Environmental Responsibility** – CPS is the only security company certified as a San Francisco Green Business with a carbon neutral goal and "green" operating philosophy. We have also partnered with TerraPass to sponsor clean energy to measurably reduce our carbon footprint.

It is our hope that you and your team have developed a favorable opinion about CPS, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Los Angeles Department of Public Works.

Thank you for the opportunity to provide your team with this proposal.

*The Cypress Team*

# Agreement



*Public Works*  
LOS ANGELES COUNTY

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS PRIVATE SECURITY, LP

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, TRANSPORTATION PLANNING – GROUP C

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- EXHIBIT I Contract Discrepancy Report**
- EXHIBIT J Equipment Inventory, Damage and Loss Liability**
- EXHIBIT K Statement of Loss of County Equipment**
- EXHIBIT L Bond for Faithful Performance**

AGREEMENT FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, TRANSPORTATION PLANNING - GROUP C

THIS AGREEMENT, made and entered into on this 17th day of September, 2019, 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 CYPRESS PRIVATE SECURITY, LP, a California Limited Partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 9, 2019, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Field Locations, Transportation Planning - Group C.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Schedule of Prices Forms PW-2.1-4C, an amount not to exceed the Maximum Contract Sum of \$2,492,352 for the entire Contract period, or such greater amount as the Board may approve (Maximum Potential Contract Sum). The sum for the initial term is \$518,268; the sum for the first option term is \$539,048; the sum for the second option term is \$560,606; the sum for the third and final option term is \$582,953; and a month-to-month extension of up to six months at the PW-2.4C rates for \$291,477.

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2019, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to extend 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 and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written

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notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1-4C.

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:

Los Angeles County 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 Potential 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 Potential 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 Potential Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Potential 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 Potential 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 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

THIRTEENTH: A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total Annual Contract Sum, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total Annual Contract Sum may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

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

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BOARD EXECUTE

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 Jamie Hahn  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

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

By Maria Obedoa  
Deputy

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By Maria Obedoa  
Deputy

MARY WICKAM  
County Counsel

By Carole Suzuki  
Deputy

CYPRESS PRIVATE SECURITY, LP

By [Signature]  
Its President

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

KES NARBUTAS  
Type or Print Name

# 29 SEP 17 2019

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER

By [Signature]  
Its Secretary

JONAS TEGUERO  
Type or Print Name

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# 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.

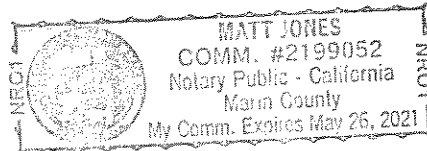
State of California  
County of MARIN

On 7/23/2019 before me, Matt Jones, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

## 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 San Francisco

On JUL 25 2019 before me, MAHESH PATEL, Notary Public  
(insert name)

personally appeared JONAS TEGNERUD  
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.



(Notary's Signature)



[seal]

## SCOPE OF WORK

### SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS, TRANSPORTATION PLANNING – GROUP C

A. Public Works Contract Managers

Public Works' Contract Manager for this service will be Mr. Jesus Camarena of our Transportation Planning and Programs Division. Mr. Camarena may be contacted at (626) 458-3965 or at [jcamarena@pw.lacounty.gov](mailto:jcamarena@pw.lacounty.gov) Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work from the Contractor. Contract Managers may, at their sole discretion, designate additional Public Works staff as Assistant Contract Managers for their respective facilities/locations delegating them the authority to also request work under this Contract. Both referred to hereinafter as the Contract Manager. The Contractor shall be notified in writing in the event of any change in the Contract Manager.

B. Work Locations

Work locations, hours, and days of service are as indicated in Exhibit G, Security Service Group Locations and Schedules.

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the Contract Manager. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the Contract Manager at an increase or decrease in cost in accordance with the rates quoted in Schedule of Prices. Forms PW-2.1C through 2.4C for the appropriate contract term.

C. Requests of Work from the 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.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the respective Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the Contract Manager to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Service Group Locations and Schedules. For example, the Contract Manager may request an



armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2 for the level of security services requested by the Contract Manager.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit's paragraph J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.

- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services such as making or receiving calls to or from their supervisors or County representatives.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site Contract Manager for the specific facility prior to the scheduled starting time.

- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the Contract Manager.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the Contract Manager. Routes or points of emphasis along the designated routes may vary at the discretion of the Contract Manager.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. Security officers on patrol shall have a working mobile phone or two-way radio on their person at all times should they need make any emergency calls or should they need to be contacted by the Contract Manager. Any instance of the security officer's nonresponsiveness during his/her scheduled patrol may constitute Contractor nonperformance and incur penalties in accordance with this Exhibit's Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the Contract Manager.

6. Reports and Logs

- a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the Contract Manager, upon request.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement,

and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the Contract Manager for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the Contract Manager upon request.

F. Responsibilities of the Contractor

1. Contractor shall not use any Subcontractors in the performance of this Contract.
2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
3. Contractor shall have no fewer than 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.

4. Contractor's supervising employee shall have no fewer than 3 years supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including options, if exercised.
6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the Contract Manager.
7. General Responsibilities shall include the following:
  - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
  - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent speaking and writing the English language.
  - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
  - d. Security officers shall be over the age of 18.
  - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
  - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
    - 1) California Guard Registration Card
    - 2) Valid and active California Class "C" Driver's License
    - 3) Valid and active Social Security Card
    - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
    - 5) California Firearms Qualification Cards (for armed security officers)

- 6) Bureau of Security and Investigative Services impact weapon (baton) training
  - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
  - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
  - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
  - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
  - h. The Contractor shall provide a resume to the Contract Manager for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit's Section O.6, Security Personnel Background and Experience.
  - i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the Contract Manager, at least one working day prior to assignment of a security officer for Public Works facility.
  - j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
  - k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
  - l. At the request of the Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

7. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required state of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit's Section H.2, on page A.11. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2, Schedule of Prices, for Sergeant and unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant as indicated on the Schedule of Prices, Form PW-2,

8. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary

disturbance at any work location and shall be subject to all rules and regulations which govern that location.

- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the Contract Manager with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the Contract Manager.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
  - 1) Vacating assigned post without authorization.
  - 2) Leaning against walls, doors, etc.
  - 3) Idle talk with other security personnel, County employees, or visitors.
  - 4) Reading newspapers, magazines, or other nonwork-related materials.
  - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
  - 6) Wearing of headphones



- 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
  - 8) Using cellular phones for personal business.
  - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.
9. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the Contract Manager. As stated in Section A of this Exhibit, Contract Managers may designate other Public Works personnel as Assistant Contract Managers for their respective facilities for activities

related to the services under this Contract. Public Works personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Contract Manager shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the Contract Manager and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the Contract Manager prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O of this Exhibit. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have at least 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand English.

I. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
  - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are

not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the Contract Manager on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.

- b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
  - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the Contract Manager shall prepare an Equipment Inventory, Damage, and Loss Liability form (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and Contract Manager, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the Contract Manager. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
  - 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the Contract Manager is granted.
  - 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. Contractor-Furnished Items

- 1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
  - a. Trousers/skirt

- b. Shirt/blouse
  - c. Belt, shoes, and socks - solid black
  - d. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
  3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
  4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
  5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
    - a. Sam/Sally Browne belt (gun belt);
    - b. Handcuff case;
    - c. Set of handcuffs, plus female key;
    - d. Four (4) keepers;
    - e. Key Snap;
    - f. One heavy-duty, three or five cell flashlights, with batteries;
    - g. Radio with holder/pouch;
    - h. Name tag and Badge, to be worn on uniform at all times;
    - i. Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
    - j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
    - k. Holster (armed security officers only);

- j. Ammunition pouch (armed security officers only);
- l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 in 9mm caliber;

The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures. (armed security officers only);

- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only. (armed security officers only);
- n. Rain gear (as necessary);
- o. Jacket (as necessary).

K. Weapons List

The Contractor shall provide the Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

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

N. 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.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the Contract Manager.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the Contract Manager, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.

- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.

- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert Contract Managers of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the Contract Manager. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, as required.
- ll. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.



2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.

- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
  - Exhibit F - Performance Requirements Summary
  - Exhibit G - Security Service Group Locations and Schedules
  - Exhibit H - Notice of Proposed Payment Adjustment
  - Exhibit I - Contract Discrepancy Report
  - Exhibit J - Equipment Inventory, Damage, and Loss Liability
  - Exhibit K - Statement of Loss of County Security Equipment
  - Exhibit L - Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints

b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the Contract Manager upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the Contract Manager determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contract Manager. The County may alternatively enforce any applicable remedies as detailed in this Exhibit's Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the Contract Manager. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of

security officers and supervisors who will be assigned to perform work on this Contract.

- a. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- b. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- c. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- d. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- e. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- f. Contractor's security personnel and staff who have been involved in any of the following will not be accepted:
  - 1) Any felony conviction
  - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
  - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
  - 4) Conduct that would preclude the Contractor from receiving a bond
  - 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use

- g. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
  - 1) General Information - The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
  - 2) Employment History - A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
  - 3) Military Record - All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
  - 4) Criminal Record - Any criminal record of the candidate shall be fully disclosed.
- h. Security Director (Account Manager/Executive) - Equivalent of 5 years' paid experience managing security service operations.
- i. Lieutenant (Account Supervisor/Watch Commander) - Equivalent of 2 years' security supervisory experience.
- j. Sergeants (Site Supervisor) - Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- k. Armed Security Officers - Equivalent of 3 years' paid armed security experience.
- l. Unarmed Security Officers - Equivalent of 2 years' paid security experience.
- m. All security officers and supervisors shall possess the following, unless otherwise noted:
  - 1) Active and valid State of California Guard Registration Card
  - 2) Active and valid State of California Weapons Permit (unless unarmed)
  - 3) Impact weapon (baton) training certification as approved by BSIS
  - 4) Active and valid First Aid Certificate or EMS Certificate

- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

1. The Contractor shall submit monthly invoices for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
2. The Contractor's hourly rates as identified in the Schedule of Prices, Form PW-2, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

S. Removal of Debris

Any debris derived from these services 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. 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 National Pollutant Discharge Elimination System.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

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

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

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

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the Contract Manager, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold



payment of invoices or deduct a percentage or the number of hours of unacceptable service. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit H) of any adjustments. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

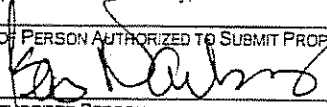
**GROUP C: Transportation Planning Group – As shown on Exhibit G, Figure C**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1C, for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	<u>\$ 26.68</u> /hr.	<u>17,210</u>	\$459,162.80
2.	Security Officer (Armed)	<u>\$ 28.67</u> /hr.	<u>1,000</u>	\$28,670.00
3.	Sergeant (Armed)	<u>\$ 29.63</u> /hr.	<u>500</u>	\$14,815.00
4.	Lieutenant (Armed)	<u>\$ 31.24</u> /hr.	<u>500</u>	\$15,620.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$518,267.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

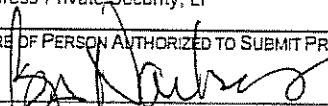
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ 27.75 /hr.	17,210	\$477,577.50
2.	Security Officer (Armed)	\$ 29.82 /hr.	1,000	\$29,820.00
3.	Sergeant (Armed)	\$ 30.81 /hr.	500	\$15,405.00
4.	Lieutenant (Armed)	\$ 32.49 /hr.	500	\$16,245.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$539,047.50</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

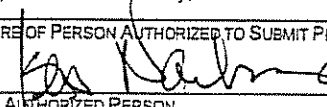
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ 28.86 /hr.	17,210	\$496,680.60
2.	Security Officer (Armed)	\$ 31.01 /hr.	1,000	\$31,010.00
3.	Sergeant (Armed)	\$ 32.04 /hr.	500	\$16,020.00
4.	Lieutenant (Armed)	\$ 33.79 /hr.	500	\$16,895.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$560,605.60</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

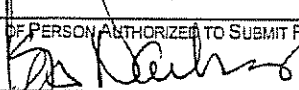
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Unarmed)	<u>\$ 30.01</u> /hr.	<u>17,210</u>	\$516,472.10
2.	Security Officer (Armed)	<u>\$ 32.25</u> /hr.	<u>1,000</u>	\$32,250.00
3.	Sergeant (Armed)	<u>\$ 33.32</u> /hr.	<u>500</u>	\$16,660.00
4.	Lieutenant (Armed)	<u>\$ 35.14</u> /hr.	<u>500</u>	\$17,570.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$582,952.10</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

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SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$16.11	\$ 27,225.90	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$16.11	\$ 25,131.60	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$16.11	\$ 25,131.60	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$16.11	\$ 29,320.20	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$16.11	\$ 20,943.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$16.11	\$ 16,754.40	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$17.13	\$	17,130.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$16.11	\$	32,220.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$18.91	\$	9,455.00
Comments/Notes:										<b>Total Salaries</b>	<b>\$ 312,733.10</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 26,461.66	
										(2) Health Insurance	\$ 17,766.47	
										(3) Payroll Taxes & Workers' Compensation	\$ 50,219.10	
										(4) Welfare and Pension	\$ 2,595.95	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 97,043.18</b>	
										(5) Equipment Costs	\$ 12,310.67	
										(6) Service and Supply Costs	\$ 62,343.76	
										(7) General and Administrative Costs	\$ 18,404.18	
										(8) Profit	\$ 15,432.91	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 108,491.52</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 518,267.80</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

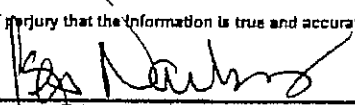
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$16.75	\$ 28,307.50	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$16.75	\$ 26,130.00	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$16.75	\$ 26,130.00	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$16.75	\$ 30,485.00	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$16.75	\$ 21,775.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$16.75	\$ 17,420.00	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$17.81	\$	17,810.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$16.75	\$	33,500.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$19.67	\$	9,835.00
Comments/Notes:									<b>Total Salaries</b>	\$	<b>325,162.50</b>	
									(1) Vacations, Sick Leave, Holiday	\$	27,520.13	
									(2) Health Insurance	\$	18,477.13	
									(3) Payroll Taxes & Workers' Compensation	\$	52,227.87	
									(4) Welfare and Pension	\$	2,699.78	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>100,924.91</b>	
									(5) Equipment Costs	\$	12,803.10	
									(6) Service and Supply Costs	\$	64,837.52	
									(7) General and Administrative Costs	\$	19,140.35	
									(8) Profit	\$	16,179.12	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>112,960.09</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>539,047.50</b>	

- \* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

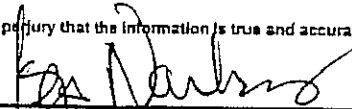
Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative



**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$17.42	\$ 29,439.80	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$17.42	\$ 27,175.20	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$17.42	\$ 27,175.20	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$17.42	\$ 31,704.40	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$17.42	\$ 22,646.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$17.42	\$ 18,116.80	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000		\$18.52	\$ 18,520.00
• Unarmed Security Officer		ON-CALL						Varies	2000		\$17.42	\$ 34,840.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500		\$19.24	\$ 9,620.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500		\$20.45	\$ 10,225.00
Comments/Notes:										<b>Total Salaries</b>	<b>\$ 338,163.20</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 28,620.93	
										(2) Health Insurance	\$ 19,218.22	
										(3) Payroll Taxes & Workers' Compensation	\$ 54,316.98	
										(4) Welfare and Pension	\$ 2,807.78	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 104,961.91</b>	
										(5) Equipment Costs	\$ 13,315.23	
										(6) Service and Supply Costs	\$ 67,431.02	
										(7) General and Administrative Costs	\$ 19,905.96	
										(8) Profit	\$ 16,828.28	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 117,480.49</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 560,605.60</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

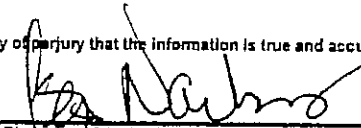
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative



**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$18.12	\$ 30,622.80	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$18.12	\$ 28,267.20	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$18.12	\$ 28,267.20	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$18.12	\$ 32,978.40	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$18.12	\$ 23,556.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$18.12	\$ 18,844.80	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$19.26	\$	19,260.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$18.12	\$	36,240.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 351,745.20</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 29,765.77	
										(2) Health Insurance	\$ 19,984.87	
										(3) Payroll Taxes & Workers' Compensation	\$ 56,489.66	
										(4) Welfare and Pension	\$ 2,920.09	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 109,160.39</b>	
										(5) Equipment Costs	\$ 13,847.83	
										(6) Service and Supply Costs	\$ 70,128.25	
										(7) General and Administrative Costs	\$ 20,702.20	
										(8) Profit	\$ 17,368.22	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 122,046.51</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 582,952.10</b>	

\* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

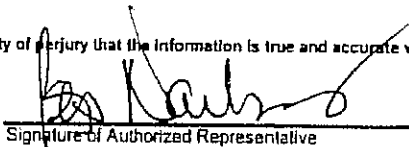
Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative



## 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.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement. **Please note, subcontracting is not allowed to perform any service required by this Contract.**

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 180 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 delegatee 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 person or 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. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without



limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. 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 Employees 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
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. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 Equal Employment Opportunity (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:

Contracting Manager, Business Relations and Contracts Division  
County of Los Angeles, 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 certifications or licenses requested by County.
2. Contractor shall indemnify, defend, 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 Business Relations and Contracts 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 (SBE), Disabled Veteran

Business Enterprise (DVBE), and Social Enterprise (SE) 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.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and

related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Compliance with Employee Retention Policy

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy shall apply:

1. The new Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who:  
(a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
2. The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
3. The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.



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 due to 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, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 Indemnitees. 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, Appointed 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, 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 required endorsements shall be sent to:

County of Los Angeles  
Dept. of Public Works, Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: 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, 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 the County. The full policy limits and scope of protection shall also apply to the County, 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 ten 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 Insurance Services Office, Inc. (ISO) 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:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

Contractor's policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, any person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## 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. 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### 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 are 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 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 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) 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 DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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 13

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.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2017 are less than \$53,930 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 7, 2018.

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](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://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.

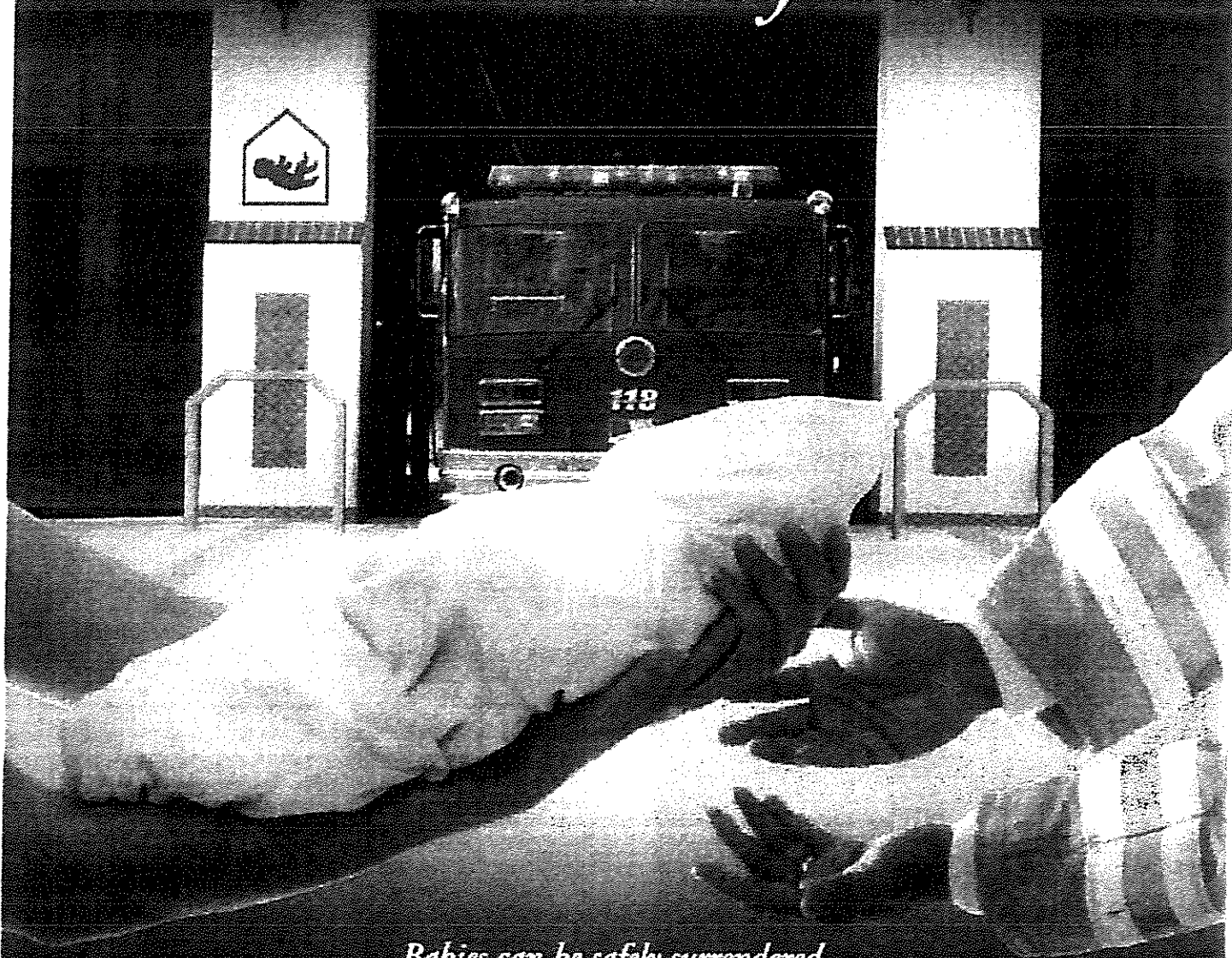
#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2017)  
Cat. No. 20599f

# *Safely* Surrendered *Baby Law*



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

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

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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?

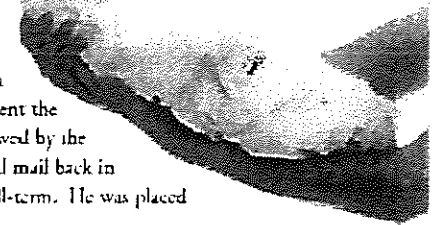
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.

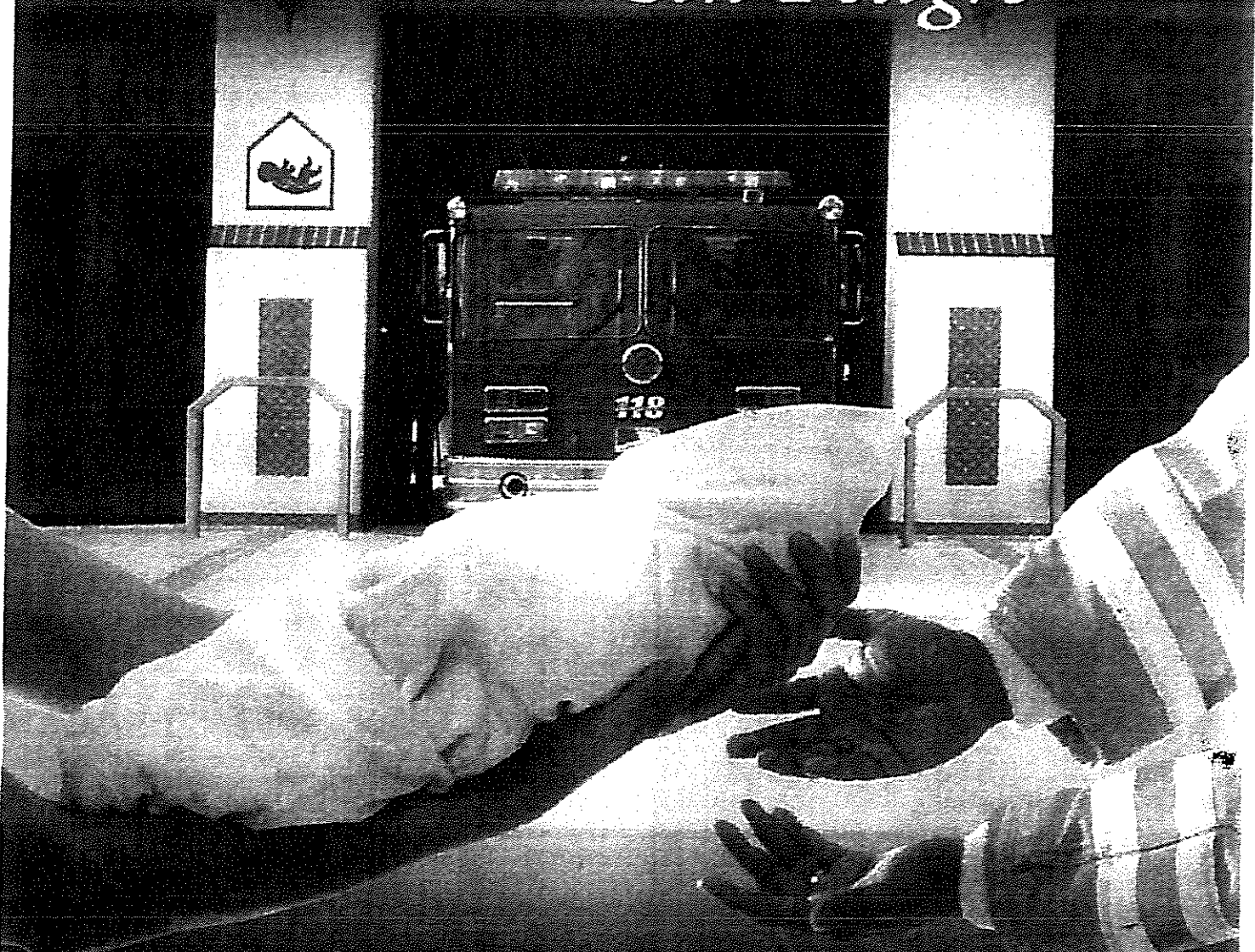
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA 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 ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





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



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

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

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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, y 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 entregue recibirá un brazalete azul.

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

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Los 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, los 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-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 servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período 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.



**DEFAULTED PROPERTY TAX REDUCTION PROGRAM****Chapter 2.206**

- 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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	Escort provided within 5 minutes of request.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*\*Hourly deduction shall be made at the current hourly rate for level of officer involved.



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Time Clock Patrol	Rounds made on schedule. Clocks activated.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Hourly deduction shall be made at the current hourly rate for level of officer involved.



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
13. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. In the event the wand is inoperable, tours shall be done manually, reported and logged.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	Officer removed permanently	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	Deduct 8 hours per shift not covered plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Drives Vehicle	Drive vehicle as required.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Conducts Investigation	Complete investigations in a timely manner.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES**  
 COUNTY OF LOS ANGELES, PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as requested by the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1C through PW-2.4C for the given Contract term and for the level and rate of security requested by the Contract Manager.

**GROUP C: Transportation Planning Group**

Contract Manager: Jesus Camarena  
 Contact: (626) 458-3965; [jcamarena@pw.lacounty.gov](mailto:jcamarena@pw.lacounty.gov)

Figure C

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
1.	<b>ACTON PARK-N-RIDE</b> 733 West Sierra Hwy. Acton, CA 93550	Jesus Camarena <a href="mailto:jcamarena@pw.lacounty.gov">jcamarena@pw.lacounty.gov</a> (626) 458-3965	Security Officer (Unarmed)	Monday – Friday	4am to 10:30pm 18.5 hrs. daily	4,810
2.	<b>FAIRPLEX PARK-N-RIDE</b> 1810 Gillette Road Pomona, CA 91768	Jesus Camarena <a href="mailto:jcamarena@pw.lacounty.gov">jcamarena@pw.lacounty.gov</a> (626) 458-3965	Security Officer (Unarmed)	Monday – Friday	5 a.m. to 8 p.m. 15 hrs. daily	3,900
3.	<b>VIA VERDE PARK-N-RIDE</b> 21320 Via Verde Road San Dimas, CA 91733	Jesus Camarena <a href="mailto:jcamarena@pw.lacounty.gov">jcamarena@pw.lacounty.gov</a> (626) 458-3965	Security Officer (Unarmed)	Monday – Friday	6 a.m. to 7 p.m. 13 hrs. daily	3,380
4.	<b>VENTURA PARK-N-RIDE</b> 10801 Ventura Blvd. Studio City, CA 91604	Jesus Camarena <a href="mailto:jcamarena@pw.lacounty.gov">jcamarena@pw.lacounty.gov</a> (626) 458-3965	Security Officer (Unarmed)	Monday – Friday	6 a.m. to 6 p.m. 12 hrs. daily	3,120
5.	<b>ON-CALL</b>	TBD*	Security Officer (Unarmed)	Varies	Varies	2,000
6.	<b>ON-CALL</b>	TBD*	Security Officer (Armed)	Varies	Varies	1,000
7.	<b>ON-CALL</b>	TBD*	Sergeant Armed (Supervisor)	Varies	Varies	500

**EXHIBIT G**

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
8.	ON-CALL	TBD*	Lieutenant Armed (Manager)	Varies	Varies	500
*Contract Manager will assign an on-site designee if any, for on-call services at the time of an on-call request.						
				TOTAL HOURS for On-Call Security: <b>4,000</b>		
				TOTAL OVERALL SECURITY HOURS: <b>19,210</b>		

The contractor shall bill monthly in accordance with the hourly rate provided in the Schedule of Prices for actual security service hours provided. As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedule specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Level of officer (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer.

Patrol mileage, if any incurred, will be paid mileage at the County's mileage permittee rate in addition to the officer's normal hourly rate.



**NOTICE OF PROPOSED PAYMENT ADJUSTMENT**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

In accordance with the terms of the Contract for Security Services for Various Public Works Field Locations Los Angeles County Department of Public Works will implement the following adjustment for Contract Deviations(s) as indicated:

Site Location/Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Shift: \_\_\_\_\_

Amount of Deduction \$ \_\_\_\_\_

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the attention of your Public Works Contract Manager within five calendar days of receipt of this notification; or to Department of Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention: Service Contracts. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)

**CONTRACT DISCREPANCY REPORT**

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: \_\_\_\_\_

Facility \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee Classification \_\_\_\_\_

Date of Unacceptable Performance \_\_\_\_\_

Description of Unacceptable Performance \_\_\_\_\_

Has this type of unacceptable performance occurred before?:

Yes\_\_\_ No\_\_\_ If yes, when? \_\_\_\_\_

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: \_\_\_\_\_

Corrective Action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan to Prevent Recurrence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Contractor's Contract Director

Return to Contract Manager

\_\_\_\_\_

**EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY**

TO: \_\_\_\_\_  
 Contract Manager/Assistant Contract Manager

FROM: \_\_\_\_\_  
 Contractor (firm name)

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for Security Services at the Public Works \_\_\_\_\_ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	<b>EQUIPMENT</b>	<b>CONDITION</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: \_\_\_\_\_ Contract Manager: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor (Firm Name): \_\_\_\_\_

Date: \_\_\_\_\_ Contractor's Authorized Signature: \_\_\_\_\_



BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (Contractor/Principal)

as Principal, and \_\_\_\_\_ (Surety)

as Surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents.

WHEREAS said Principal has been awarded and is about to enter into a written Contract with the County for Security Services for Various Public Works Field Locations, Transportation Planning - Group C; and is required by said County to give this bond in connection with the execution of said Contract. And whereas, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the said Contract (the "Bond");

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said Principal shall exonerate any Surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

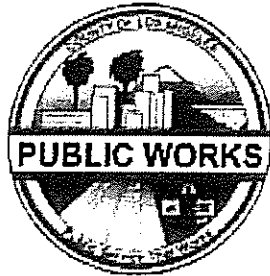
FURTHERMORE, It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished or services rendered, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of the time granted under the provisions of said Contract release either the Principal or Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), then written consent of the Surety shall be first obtained.

NOTWITHSTANDING the provisions of the Contract, the term of this bond shall apply fully from <bond start date>, until <bond end date>, and may be renewed or extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof; provided however, that the Surety shall be responsible for any liability of the Principal or loss to the obligee that accrues before nonrenewal of the bond and within the term of the bond, as defined herein.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Contractor/Principal) (Attorney-In-Fact)

By: \_\_\_\_\_ and Its \_\_\_\_\_ (Surety) (Attorney-In-Fact)



**Cypress Private Security  
Mission Statement**

***"To provide the best security  
workforce management  
services in the Western  
United States delivered with  
excellent customer service  
for quality clients."***

Wednesday, January 9, 2019

**A SECURITY  
PARTNERSHIP PROGRAM  
FOR  
THE COUNTY OF LOS  
ANGELES DEPARTMENT  
OF PUBLIC WORKS**

Response to RFP 2018-PA026

Security Services for Various Public Works Field Locations

Local Address

9926 Pioneer Blvd Suite 106  
Santa Fe Springs, CA 90670  
1-866-345-1277

Primary Contact

Carl Cunningham, Business Development Manager  
415-946-4102  
ccunningham@cypress-security.com

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### 3. LETTER OF TRANSMITTAL

Dear County of Los Angeles Department of Public Works,

Cypress Private Security sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the County of Los Angeles Department of Public Works. We have served as the security provider for Public Works since 2009 and would be honored and privileged to continue this partnership. As a company, we intend to use our understanding of the magnitude and complexity of all the ins and outs of Public Works' security program to continue serving with the utmost diligence, reliability, and quality.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. As the incumbent security provider, we've helped develop and refine the current security protocols in place. Our entire management team, especially regional manager Felix Guerrero and the local team, will continue to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to the various Public Works locations. Cypress constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services.

Cypress Private Security is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Cypress fosters a strong sense of accountability and ownership across the organization. At Cypress, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

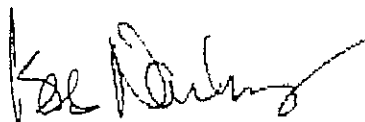
Cypress has read and reviewed the RFP and understands the nature of the work to be accomplished.

Individuals Authorized to Make Representations for Cypress Private Security

Kes Narbutas, CEO	478 Tehama Street San Francisco, CA 94103 415-240-4500
Jonas Tegnerud, COO	478 Tehama Street San Francisco, CA 94103 415-240-4502

After you have evaluated our proposal, we are confident that you will find that Cypress Private Security is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

Respectfully,



Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO  
415-240-4500 | knarbutas@cypress-security.com



# 4. SUPPORT DOCUMENTS FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES

## Ownership Structure

Cypress is a California limited partnership co-owned by Chief Executive Officer Kes Narbutas (85%) and Chief Operating Officer Jonas Tegnerud (15%). The general partner of Cypress is CypSec, LLC, which is owned by the same two individuals in the same percentages. From 1996 to 2017, Cypress was an LLC, but converted into an LP in early 2018.

### State of California Secretary of State CERTIFICATE OF STATUS

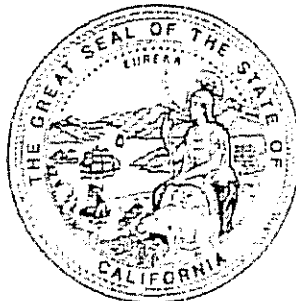
ENTITY NAME: CYPRESS PRIVATE SECURITY, LP

FILE NUMBER: 201800500012  
FORMATION DATE: 12/28/2017  
TYPE: DOMESTIC LIMITED PARTNERSHIP  
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 November 26, 2018.

ALEX PADILLA  
Secretary of State

NLIH

LP-1A File **201800500012**



**State of California**  
Secretary of State

Certificate of Limited Partnership - Conversion

Important — Read all instructions before completing this form.

**FILED**  
Secretary of State  
State of California  
**DEC 28 2017**

This Space For Filing Use Only

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**Converted Entity Information**

1. Name of Limited Partnership (End the name with the words Limited Partnership or the abbreviation LP or L.P.)  
Cypress Private Security, LP

2. Names and Address of All General Partners (Attach additional pages, if necessary.)

Name	Address	City	State	Zip Code
CypSec, LLC	478 Tehama Street	San Francisco	CA	94103
Name	Address	City	State	Zip Code

3a. Initial Street Address of Limited Partnership's Designated Office in CA  
478 Tehama Street

City: San Francisco State: CA Zip Code: 94103

3b. Initial Mailing Address of Limited Partnership, if different from item 3a

City: State: Zip Code:

4. In-Kind Agent for Service of Process: Item 4a: List the name of an individual or a corporation registered in CA under California Corporations Code Section 1550 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 4b: If the agent is an individual, list the agent's CA business or residential street address. Item 4c: If the agent is an individual and the converting entity is a CA corporation or general partnership, list the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

5. Name of Agent For Service of Process  
Kos Narbutas

6. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box

City: San Francisco State: CA Zip Code: 94103

7. If an individual, Mailing Address of Agent for Service of Process

City: State: Zip Code:

---

**Converting Entity Information**

6. Name of Converting Entity  
Cypress Security, LLC

8. Form of Entity: limited liability company

7. Jurisdiction: CA

9. CA Secretary of State File Number, if any: 199609910012

9. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equate or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote: 2 members AND The percentage vote required of each class: 100

---

**Additional Information**

10. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made a part of this certificate.

11. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

*Kos Narbutas*  
By: \_\_\_\_\_  
Signature of Authorized Person

**KOS NARBUTAS, MANAGER**  
Type or Print Name and Title of Authorized Person

OPERATING AGREEMENT SPECIFIC ONE  
MANAGER FOR THE COMPANY  
Type or Print Name and Title of Authorized Person

LP-1A (REV 01/2018) APPROVED BY SECRETARY OF STATE



## 5. EXPERIENCE

### 1. Background

Cypress Private Security (CPS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (Public Works) a comprehensive and industry-leading security program in response to RFP 2018-PA026. CPS is the incumbent provider for Public Works, and is also currently providing similar services for clients with comparable needs including the City of Glendale, the Housing Authority of the City of LA, the LAPD, and the Arts District LA. CPS is ideally qualified to provide security services for the Department of Public Works and meets and exceeds all requirements as outlined in the RFP. CPS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity.

### Company Profile

Cypress Private Security, LP (doing business as: Cypress Private Security), is headquartered in San Francisco, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 1996. Our clients include government agencies and municipalities (including transit agencies, ports, utility districts and other critical infrastructure clients); corporate campuses; museums and cultural properties; residential communities and housing authorities; a variety of commercial buildings; and medical facilities. With a custom-tailored approach to each of our clients' security needs, CPS provides unmatched security solutions to meet the specific needs of different businesses.

Cypress Private Security specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. CPS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested training. CPS operates ten offices and employs approximately 1,700 security officers. CPS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (BSIS) (License No. PPO 120221), by the state of Nevada (License No. PPO 1438), and by Washington state (License No. PPO 730). In the San Francisco Bay Area, CPS is a union company and is signatory to the Service Employees International Union, United Services Workers West (SEIU-USWW) Master Collective Bargaining Agreement.

### Financial Capacities

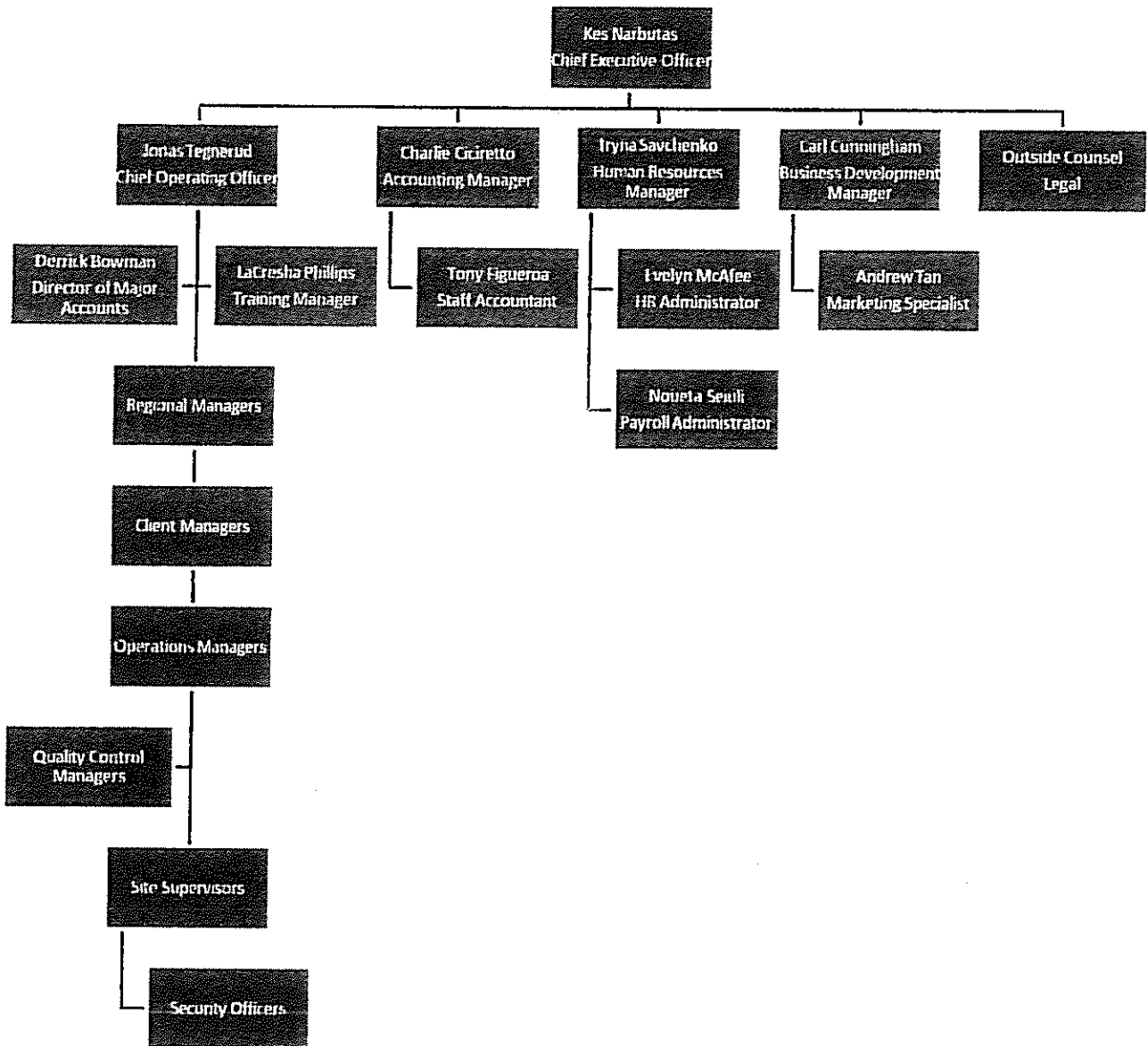
CPS has a well-established and stable financial platform. The company operates at industry standard margins and has consistently maintained profitability for its 22-year history. All growth is supported with internal funds generated within the company. The company has outstanding banking relationships and financing options available when needed to fund payrolls in advance of invoice payments if necessary when it adds new accounts, and bonding capacity from Zurich Insurance Company. The company has annual revenues in excess of \$45 million and has a \$7 million line of credit from a major commercial bank for funding payroll. Have confidence regarding the CPS ability to:

- Make payroll on time, 100% of the time.
- Add and fund a large number of new employees to the payroll.
- Ensure all operational functions are in place at all times.
- Have the financial strength to withstand economic turbulence.

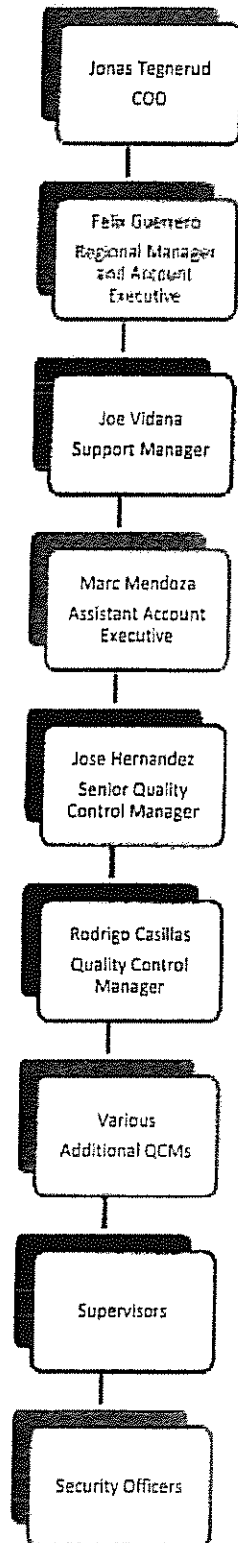
## 2. Organization

### Company Organization Chart

CPS wants to provide Public Works with a direct channel of communication so we can continue to provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy. Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an outline of the CPS overall company organizational structure:



Project Organization Chart



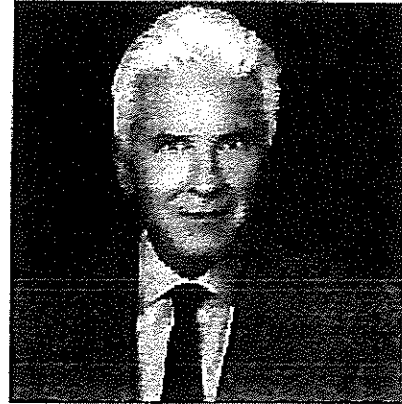
Jonas Tegnerud, as the COO, has ultimate authority over all operations throughout the entire company. Felix Guerrero is the regional manager and will be directly responsible for the County of LA Department of Public Works project as the account executive. Joe Vidana is the local support manager, and he provides logistical support to various projects from the regional office. Jennifer Pinelo, the administrative assistant and regional recruiter, provides support from the local office, particularly in the aspect of ensuring that all posts are staffed and filled by a qualified security officer. Jose Hernandez is the senior quality control manager (QCM), who provides proactive field support and supervision. The dedicated QCM program ensures ongoing support and supervision so that all field officers are performing up to and exceeding expectations.

**3. Roles and Resumes of Key Staff**

**Executive Team**

The CPS executive team is located in San Francisco and is directly involved in providing support to the local team.

**Kes Narbutas, CPP, CIPM II**  
**Chief Executive Officer**  
**Cypress Private Security, LP**



**Expertise**

Law, Executive Management, Strategic Planning, Organizational Planning, Long-term Corporate Strategy, Security Operations, Partnership Organization, Commercial Real Estate

**Certificates/Affiliations**

Certified Protection Professional (ASIS); Certified Institutional Protection Manager (CIPM II); Member California Bar, New York Bar, California Real Estate Broker, BSIS, CalSaga, Porico Properties, KTB Realty Partners, Inc., eQuiltyhound.com, Inc.

**Education**

PhB - Wayne State University  
JD - Antioch School of Law

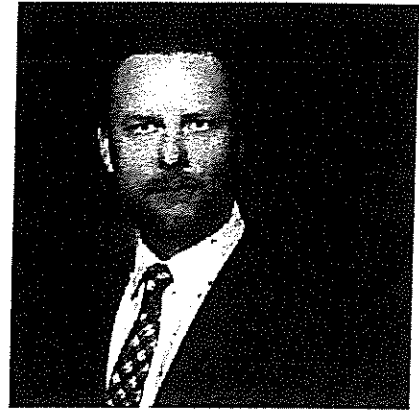
Kes Narbutas founded Cypress Private Security in 1996 when he was a client of security services for a real estate ownership group. In that capacity, he recognized a void in the marketplace and saw the need for a truly customer service-oriented approach to security. His experience as a successful business attorney and owner/manager of commercial real estate gave him unique insight into the specific needs of the client community, and was the impetus for the creation of Cypress.

Assembling a highly skilled management team was the key driver to the company's continued growth. Under Mr. Narbutas' leadership, Cypress has grown into a major Western United States regional provider of high quality security services for institutional, governmental, and private commercial enterprises. Cypress has grown to over 1,000 employees working out of nine branch offices throughout California, Washington, and Nevada.

Today, Mr. Narbutas oversees long-range planning, ongoing operations and process development, and he serves as general counsel for corporate affairs. His diverse background in the security industry, law, real estate, and general business operations allows him to share his breadth of experience with the rest of the Cypress executive leadership team.

Under Mr. Narbutas' direction, CPS has reinforced its market leadership position in providing high quality, customer-centric security services. Mr. Narbutas states, "It is our goal to provide the best security workforce management services in the Western United States to quality clients in the markets we serve. We are proud of the long-term client partnerships we have maintained through the years, and we look forward to serving new clients who want to join us in setting the highest standards in the security industry."

**Jonas Tegnerud**  
**Chief Operating Officer**  
**Cypress Private Security, LP**



**Expertise**

Executive Management, Personnel Development, Project Management, Organizational Planning, Long-term and Daily Operational and Corporate Strategies, Security Assessments, Security Plans and Program Protocol Development, Security Training Plans, Security Operations, Quality Control Management

**Certificates/Affiliations**

Certified Institutional Protection Manager (CIPM), BSIS, CalSaga, ASIS, FEMA, NCRIC, IFCPP, IAHSS, Swedish Armed Forces, Swedish Royal Family

**Education**

Graduated from the Swedish Military University

In 2002, Jonas Tegnerud joined Cypress Private Security in a project management role and worked on developing and implementing new company-wide procedures. The protocol he has installed over the years blankets many facets of Cypress' operations, ranging from screening and hiring to training and personnel development. His acumen on security protocols, quality assurance, and threat assessment also helped Cypress grow to become the top Western United States security provider.

Mr. Tegnerud graduated from the Swedish Military University in 1994. Specializing in leadership training and personnel development, Mr. Tegnerud was responsible for the long-term and day-to-day planning, implementation, and evaluation of soldiers, specialists, and officers. During his time with the Swedish Armed Forces Mr. Tegnerud also performed security-related duties with the Swedish Royal Family. He handled many sensitive matters and received great experience in learning how to operate successful and effective security in highly visible as well as low-key settings.

The expertise and insights he gained from his military background prepared him well for his role at Cypress. His deep understanding of successful security has made him a valuable asset when the CPS team plans security programs for new clients. Many of his policies have been integral in shaping the success of CPS, especially his high standards for quality control and maintaining proactive communication with clients. Mr. Tegnerud also successfully led the transition of several large and prestigious accounts.

As Chief Operating Officer and a member of the Cypress executive team, Mr. Tegnerud is responsible for all operations-related tasks such as quality assurance, contract compliance, and client relations. With his leadership and management skills, as well as his knowledge of the security industry, the everyday operations run like clockwork. Together with the rest of the CPS team, Mr. Tegnerud has developed an efficient and well-motivated workforce based on personal responsibility, integrity, and customer service.



The CPS Team for the County of Los Angeles Department of Public Works

CPS has put together a highly skilled team to lead the security program and oversee the operation on a day-to-day basis.

**Felix Guerrero**  
**Regional Manager**  
**Account Executive for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety, Emergency Response,

**Education**

Metropolitan High School, Rio Hondo College, Firearms Training Academy

**Certificates/Affiliations**

BSIS, FEMA, DSMA, CPI  
FEMA: Basic Workplace Security Awareness, FEMA Workplace Violence Awareness; FEMA: Active Shooter, FEMA: Introduction to the Incident Command Center, Downtown Security Manager's Association; Certified Firearms Instructor

Felix Guerrero has worked in the security industry for over eighteen years, spending much of his career in armed security operations, training administration, and supervisory roles. He joined Cypress Private Security in 2009 and is now the client manager at the CPS Los Angeles branch office located in Santa Fe Springs. Possessing a number of certifications that demonstrate his tactical and leadership skills, Mr. Guerrero provides a steady presence for any high risk operation that demands armed force.

His credentials include graduation from the Firearms Training Academy. His BSIS certificates qualify him to train in the areas of weapons of mass destruction, security patrol procedures, armed officer safety, and more. He has also undergone a variety of FEMA-approved training, including courses on workplace violence and active shooters.

As a certified firearms instructor, Mr. Guerrero understands the gravity of responsibility. His years of experience have empowered him to oversee high risk security operations staffed by armed officers. With Cypress, Mr. Guerrero manages 40 armed guards in the Los Angeles area. During his tenure, all high risk sites he oversees have seen a marked decrease in violent or threatening incidents. His expertise in defusing conflicts before they escalate has been an example to all the armed officers under his authority.

Mr. Guerrero also regularly communicates with his fellow members of the Downtown Security Manager's Association. This organization of security and law enforcement professionals is designed for members to share homeland security information and best practices.

Whether providing security services for sensitive government municipalities or private companies, his history clearly demonstrates a pattern of success. Mr. Guerrero's attitudes and experience make him a dependable and trusted frontline leader for all domestic security operations.

**Joe Vidana**  
**Support Manager**  
**Cypress Private Security, LP**



**Expertise**

Client Relations,  
Customer Service, Human  
Resource Interviewing,  
Scheduling, Staff  
Development, Emergency  
Response, Training and  
Compliance,  
Timekeeping/Payroll  
Verification

**Education**

Administration of Justice,  
East Los Angeles  
Community College

**Certificates/Affiliations**

United States Marine  
Corps  
BSIS

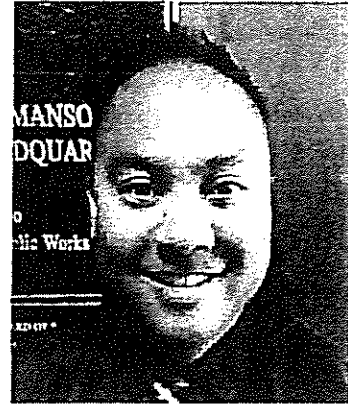
Joe Vidana is a support manager with Cypress Private Security in the Los Angeles region. As a support manager, his role is to assist the regional manager with client relations, administrative duties, and operational support. He helps ensure local branch compliance to company policies and procedures. His responsibilities include day-to-day oversight regarding employee staffing, scheduling, training, quality assurance, and service goals.

Mr. Vidana first joined the Cypress team in 2009, serving as a security director who managed the security team and operations for the Los Angeles Department of Public Works headquarters. In this role, he developed and executed drills and training plans for staff and select personnel in order to ensure proper emergency and medical response. As an on-site director, he regularly analyzed and revised facility security procedures for constant optimization, and he interacted face to face with a high volume of visitors as he maintained working relationships with client representatives in order to maintain high quality customer service.

In addition to his work with Cypress, Mr. Vidana has also served as an operations manager for an international private security company, where he developed and refined many of the skills and abilities he now uses today. Prior to joining Cypress, he worked for almost two decades as an office operations and facilities manager for a major law firm in Los Angeles. His specialty was communications, guest services, office security, and data tracking.

A motivated, helpful, and team-oriented leader, Mr. Vidana also served in the United States Marine Corps and received an honorable discharge.

**Marc Mendoza**  
**Assistant Account Manager for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Critical City Infrastructure  
Security Programs, Client  
Relations

**Education**

Cal State University  
Northridge (B.A.,  
Sociology)

**Certificates/Affiliations**

Peace Officer Standards  
and Training (Basic,  
Intermediate, Advanced)  
Certificates, Glendale  
Police Department, FBI  
Analysis and Interrogation  
Techniques, FEMA  
Incident Command  
System, California  
Narcotics Officer  
Association Undercover  
Operations, Dragnet  
Street Racing and  
Modified Vehicle  
Investigation

Marc Mendoza has been with Cypress since 2013. From 1992 to 2011, he served as a police officer in the Glendale Police Department. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Mr. Mendoza's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career.

In the private security industry, Mr. Mendoza has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

As the assistant account manager, Mr. Mendoza and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated client manager. He will guide and oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.

**Jennifer Pinelo**  
**Administrative Assistant/Recruiter**  
**Cypress Private Security, LP**



**Expertise**

Talent Acquisition,  
Security Recruitment,  
Staffing and Hiring  
Processes, Customer  
Service, Administration

**Education**

Santa Monica College  
El Camino College

Jennifer Pinelo is the recruiter and administrative assistant for the Santa Fe Springs branch office. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to Cypress' clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Ms. Pinelo provides additional administrative support to the local management team.

Prior to joining Cypress, Ms. Pinelo worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Ms. Pinelo also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Her willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and administrative assistant for Cypress.

**Jose Hernandez**  
**Senior Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Medical/Healthcare  
Security Services, Client  
Relations

**Education**

East Los Angeles College  
(Admin. of Justice  
Associate in Arts)

**Certificates/Affiliations**

American Red Cross: First  
Aid, CPR, AED; FEMA  
Emergency Response;  
Children's Hospital Los  
Angeles; MOAB;  
Weapons of Mass  
Destruction

Jose Hernandez joined Cypress Private Security in 2014. Previously, he was an operations manager at AlliedBarton, supervising approximately 2500-3000 contract hours per week. He managed multiple teams of officers and supervisors and also handled administration duties, scheduling, payroll, training, and employee development. He also maintained relationships with clients. With such a great amount of managerial experience, he is well-suited for the role of senior quality control manager, and he enjoys fostering camaraderie between Cypress and our clients.

His specialties include leadership and management, customer service, and compliance. One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Cypress management team. With his experience with security operations and management, he understands client needs as they relate to security protocols.

Mr. Hernandez has also served in a managerial capacity for the security programs at the Children's Hospital LA (1900 contract hours per week) and Akal Security, Chief Medical Division (multiple medical/healthcare centers, responsible for approximately 15,000 contract hours per week). He has been working in the private security industry since 1995. He is responsible for operations management and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

**Rodrigo Casillas**  
**LA Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, On-site Security Management, Security Assessments, Security Program Planning, Security Officer Training Plans, Firearms and Tactics, Crime Scene Investigations, Client Relations, Customer Service, Emergency Response

**Education**

James Garfield High School  
Los Angeles Police Academy

**NTMA**

**Certificates/Affiliations**

BSIS, Fire, Life, and Safety  
Los Angeles Police Department

Rodrigo Casillas, an experienced law enforcement and private security professional, joined Cypress Private Security in 2010. A former police officer with the Los Angeles Police Department, Mr. Casillas is a disciplined individual with commendable personal integrity.

Thanks to his experience and years of proven leadership, he is certainly an ideal choice to serve as part of the Public Works team. His professional background includes extensive customer service, detailed reporting, and virtually every aspect of security services. As a supervisor, he has repeatedly demonstrated an ability to juggle multiple responsibilities while managing an organized team of security officers and engaging with client management teams.

With experience providing armed and unarmed security, Mr. Casillas is seasoned in the security industry. For the private sector, he has performed patrols, managed access control, and defused incidents with aggressive and disruptive individuals. As a police officer, Mr. Casillas enforced California penal and vehicle codes, investigated crime scenes, and testified in court. Time and again he demonstrated his willingness to serve the public trust.

Currently, Mr. Casillas performs his duties at one of Cypress' most prominent government clients, the L.A. County Department of Public Works. There, he executes daily security initiatives, regularly collaborating with client management to provide customized and adaptive security services. He has established a character of reliability and he consistently displays sound judgment and authoritative but respectful leadership qualities.

Mr. Casillas is a leader who leads by example. Cypress management praises the quality of his excellent work. In 2011, he won the Cypress Private Security Best Appearance of the Year Award for his sharp appearance and his ability to project the quintessential Cypress officer presence whenever he is on duty.

**LaCresha Phillips**  
**Training Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Officer Training  
Plans, Customer Service,  
Talent Acquisition, Staffing  
and Hiring Processes,  
Security Officer  
Management, Dispatch  
Services, Monitoring  
Systems

**Education**

City College of San  
Francisco

Westmoor High School

**Certifications**

BSIS Guard Card Trainer

CPR/First Aid Trainer

MOAB Trainer

Mental Health Trainer

LaCresha Phillips has been a part of Cypress Private Security since 2008. She began her tenure at Cypress as a security officer performing patrols, access control functions, CCTV monitoring, and lobby duties at a high-rise building. Eventually, Ms. Phillips was promoted to shift lead officer, where she grew as a leader and became involved in shift dispatching and supervising.

Not long after that, she was promoted to quality control manager. As a QCM, she conducted on-site field checks on all of our San Francisco region sites. She supervised officers, and she conducted mobile patrols and facility lock-up procedures throughout San Francisco. Ms. Phillips also gained experience in overseeing overall security projects and assisted with HR, payroll, and scheduling. Before taking on the role of training manager, she served as the San Francisco office manager and regional recruiter.

Now, as the training manager, she uses her skills to assist our regional manager, support managers, and client managers with all of their needs in training programs and developing employee career plans. Her background as a field officer makes her ideal in the training process. One of the core traits of her character is her desire to help people use their talents to their full potential. As a part of Cypress, she continues to strengthen the company by training responsible and qualified individuals and maximizing each assignment for the overall benefit of the community at large.

**Carl Cunningham**  
**Business Development Manager**  
**Cypress Private Security, LP**



**Expertise**

Business Management,  
Business Development,  
Security Operations,  
Professional Sales,  
Workplace Injury Prevention,  
Healthcare Security Program  
Development, High Rise and  
Commercial Building  
Certifications

**Professional Affiliations**

American Society of  
Industrial Security (ASIS),  
Building Operators and  
Managers Association  
(BOMA), Institute of Real  
Estate Management (IREM),  
California Association of  
Community Managers  
(CACM), International  
Association for Healthcare  
Security & Safety (IAHSS),  
San Francisco Electronic  
Crimes Task Force (Secret  
Service), Northern California  
Regional Intelligence Center  
(Department of Homeland  
Security), InfraGard (FBI)

Carl Cunningham joined Cypress Private Security in 2010 following a successful career working for a large, international security firm. When Mr. Cunningham encountered CPS and learned of its vision and values, he was immediately attracted to the company. Cypress Private Security is a growing regional company that fosters a small company's ability to reach out to individual clients and recognize each employee's efforts and contributions. These are traits Mr. Cunningham has continued to develop in his role at CPS.

Mr. Cunningham says, "Shortly after joining Cypress Security, I knew it was a good career move where I could grow with the company. I encourage all quality security professionals to take a look at Cypress Security for the next step in their careers."

Working at the top security firm in the Western United States certainly is something he doesn't take for granted. He enjoys the camaraderie, not only between employees, but between the company and our clients. The personal consideration a client receives is something Mr. Cunningham truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the CPS management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Mr. Cunningham has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.



#### 4. Relevant Experience

Since the founding of Cypress Private Security in 1996, CPS has continued to expand and evolve its operations, becoming an elite private security services agency in the Western United States. CPS employs armed and unarmed security officers that exceed stringent selection criteria and extensive training and certification levels in order to serve critical facilities and dynamic government clients. CPS' critical facility clients benefit greatly from the speed, personal service, and flexibility of a thriving local provider and, at the same time, experience the strength and support of a regional leader.

CPS' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Government agencies similar to the Department of Public Works find CPS to be the ideal security services partner.

According to the San Francisco Municipal Transportation Agency 2011 Performance Review (contracting over 80 CPS armed and unarmed officers from 2008 to present), "Cypress has assisted with all SFMTA needs throughout the contract term while costs have remained approximately \$1 million under budget. Cypress has seamlessly resolved problems and issues as required by the contract. The company has accepted all responsibility for resolving problems within its scope of services and implemented corrective actions quickly."

As the incumbent security provider for the County of LA DPW, CPS is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable CPS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Several other relevant current and recent CPS clients include:

- Los Angeles Police Department
  - \$2 million per year
  - 2/2017 to present
  - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
  - \$5.5 million per year
  - 09/2013 to 11/2018
  - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- Arts District Los Angeles
  - \$680K per year
  - 11/2017 to present
  - Unarmed officers provide bicycle, foot, and vehicle patrol. Officers provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.

- City of Glendale
  - \$600,000 per year
  - 04/2012 to present
  - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
  - \$500k per year
  - 2/2018 to present
  - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
  - \$50,000 per year
  - 01/2012 to present
  - Unarmed services for the transit center. Access control, foot patrol, emergency response.
- City of Modesto
  - \$400k per year
  - 07/2012 to present
  - Unarmed services for various City facilities including office buildings, and administrative facilities. Duties include mobile and foot patrols, access controls, and emergency response.
- San Francisco Municipal Transportation Agency
  - \$7 million per year
  - 09/2008 to present
  - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- Fillmore Center (San Francisco)
  - \$800k per year
  - 12/2015 to present
  - Unarmed services. 24/7 coverage for 1.1 million SF high-end residential towers and mid-rise complex with commercial tenants covering four city blocks in a mixed

income neighborhood. Duties include roving foot/bicycle patrols, emergency response, and access control. CPS also staffs a security control center.

- East Bay Municipal Utility District
  - \$2.5 million per year
  - 07/2004 to present
  - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
  - \$3.1 million per year
  - 5/2015 to present
  - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.


Cypress Private Security serves a number of relevant government clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. At the 1.2 million square foot Ronald M. George State Office Complex in San Francisco, Cypress provides security to a class-A high rise multi-tenant office building. There, Cypress performs access control screening (visual, X-ray station, magnetometer, and wand screening) and operates and monitors a variety of electronic security technology such as a proximity card access system and fire control center. Since beginning these partnerships, CPS has instituted proven management and security practices that have increased public safety and reduced vandalism to client property. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of transit security meets its stated goals. Every CPS officer and manager attends monthly quality control meetings in order to document issues, evaluate them, and implement the proper solution. This organized process allows CPS to share best practices across all company lines.

5. Minimum Mandatory Requirements


1) PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

**CYPRESS PRIVATE SECURITY, L.P.**  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.

The license is issued pursuant to and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

- - - POST IN PUBLIC VIEW - - -

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**2) Years of Experience**

Cypress has 23 years of experience providing security services for private and public institutions. The company was founded in 1996 and has been providing security continuously ever since.

**3) Experience of Supervising Employee**

Felix Guerrero, our regional manager, has worked in the security industry for about 20 years, and he has been at Cypress since 2009 in a managerial capacity.

**4) Bid Guaranty**

Cypress has included the requested bid guaranty with this proposal. It is included as an attachment.

**5) Faithful Performance Bond**


If awarded the contract, Cypress agrees to provide a faithful performance bond in the sum of not less than 50% of the annual contract price, as specified in the RFP.

## 6. WORK PLAN

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### Staffing Plan

Cypress will utilize its training and managerial resources in order to implement a site assessment and training program, maximizing its incumbent status throughout the transition and delivery of the work plan. While we will still need to transition new locations, they will also benefit from this enhanced transition plan. Lead by Felix Guerrero, Rodrigo Casillas, and Marc Mendoza, our familiarity with the intricacies of working for and with the County will allow us to focus on what matters most: officer development with the goal of customer service and asset protection. While our managers, with over 60 years of security experience, begin updating the post orders and implementing our work plan, they will utilize some of the following resources. For the benefit of Public Works, our officers, managers, and client will be supported by our manned 24/7 watch commander station located in Santa Fe Springs. Our hands-on mechanism for officer support and site check training program is operating with over 336 hours per week of mobile supervision/training through its various quality control management programs. Delivery of service will not just be in the field. Jennifer Pinelo and her team at the local officer are available to help officers with uniforms, inquiries, and schedule changes if needed. Building and retaining a highly effective security program is a hands-on and labor-intensive job. This is one of the primary reasons why Cypress is uniquely qualified to perform the work for LACDPW. We know the tasks required and are preparing to evaluate and improve wherever possible our current program. Included here is our current staffing plan for Public Works. The staffing plan will be updated to account for the new scope of work to reflect the new RFP.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																
																
COMPANY NAME: Cypress Security COMPANY ADDRESS: 9925 Pioneer Blvd Suite 105 Santa Fe Springs, CA 90670 PROJECT: Security Services Contract# 78216 DEPARTMENT NAME: LACO DPW Field Facilities																
Employee Name	FACILITY OR LOCATION	POSITION TITLE	ROVER(S) (If 2 or more)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME / PART TIME	HOURS							CITY TOTAL HRS	NON-CITY TOTAL HRS	
							MON	TUE	WED	THURS	FRI	SAT	SUN			
Aragon, Bianca E	2275 Alcazar	Armed Security		0700-1500	8	Full Time	OFF	OFF	8	8	8	8	8	8	40	
Josefita Peralla	Pacoina Dam	Armed Security		1500-2300	8	Part Time	OFF	OFF	OFF	8	8	8	8	24		
Maged Sadek	QCM	Armed Security Unarmed/Armed	Rover	1800-0600	8	Full Time	8	8	8		8	8			40	
Rick Carter	LAC Park&Ride Via Verde LAC Park&Ride Via Verde LACO DPW Eaton Yard LAC Park&Ride Fairplex	Unarmed security Unarmed security Unarmed security Unarmed security		1300-1900 1400-1900 0000-0900 1300-2000	6 5 8 7	Full Time				6			8	6 15 8 7		
Calano, Rogelio	Hollydale Yard Hollydale Yard	Armed Security Armed Security		0000-0800 1600-0900	8 8	Full Time	OFF		8	8	OFF	8	8	16 24		







Daniel Herrera	Eaton yard	Unarmed Security	1600-000	8	Full Time	8	8	8	8	OFF	OFF	8	8	40	0
Rosas Elvira	LAC Park&Ride Via Verde LAC Park&Ride Fairplex	Unarmed Security	0500-1400 0500-1200	8 8	Full Time	8	8	8	8	8	7	8	8	32 7	0
Casillas Rodrigo	LA QCM	Rover	0800-1600	8 8	Full Time	8	8	8	8	8					40
See Ing Go Chua	San Gabriel Patrol San Gabriel Patrol	Armed Patrol Armed Patrol	0800-1600 0000-0600	8 6	Full Time	6	6	6	6	8	8	8	8	16 24	
Jorge A Hernandez	Rio Honda Patrol	Armed Security	1500-2300	8	Full Time	8	8	8	8	8	8	8	8	40	
Alanis Jesus	LAGO DPW Palmdale Yard	Armed Officer	2200-0600	8	Full Time	8	OFF	OFF	8	8	8	8	8	40	
Edwin Guerrero	Building and Safety South West	Unarmed Officer	0800-1800	10	Full Time	10	10	10	10	10	OFF	OFF	OFF	40	

















**Note:** All of the officers in the staffing plan above are full-time employees of Cypress. Some officers who do not serve a full 40 hours for Public Works make up the additional time for other Cypress clients.

Because Cypress is the incumbent security provider for Public Works, any transition would be minimal. However, our standard transition plan begins once Cypress receives the awarded contract. The client immediately will begin to experience a more disciplined, thorough, and systematic approach to security service. CPS will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.



As phases of the transition plan conclude, CPS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Following are the minimum qualifications of all staff assigned to the Public Works security program.

#### **Unarmed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card) from the state where employed.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages in addition to English a plus).
- No history of felony convictions and must pass a multi-panel drug screen and background check.
- Ability to read, write, understand, and execute written orders, policies, procedures, instructions and handle requests and compile security reports for the client.
- Ability to stand in one location for extended period of times and or complete foot patrols as required by the site.
- Ability to respond to emergency or critical incidents and notify proper authorities as needed.
- Ability to pick up and carry a 20 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and take initiative in completing assigned tasks.
- Must be willing to accept shift work, weekends, holidays, and overtime if needed.
- Have a valid driver's license from the state where employed maintain a clean driving record subject to DMV Pull Program. Clean driving record necessary for patrol positions.
- Patrol and maintain general security of assigned property as described in Post Orders.
- Respond to reasonable business-related customer service requests, which are non-security related.

- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit Daily Activity Reports, Incident Reports, Accident Reports, Hazard Reports, and Condition Reports. Reports must be legible, and routed to Supervisor for distribution.
- Work under general supervision of site supervisor, quality control manager and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Maintain professional communication with clients and patrons.
- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Remain alert and vigilant while on duty.
- Assist other officers in a team-oriented environment.

#### **Armed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card), exposed firearm Card with endorsements for 9mm and .40 calibers, pepper spray/ tear gas certification and baton card.
- Ability to successfully pass a thorough oral interview panel.
- Ability to successfully pass a multi panel drug screen.
- Ability to successfully pass an MMPI-2 psychological evaluation.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages a plus).
- No history of felony convictions or disqualifying misdemeanor offenses.
- Ability to read, write and understand written orders, policies, procedures, and instructions.
- Ability to stand in one location for extended periods of time.
- Ability to climb/walk up 10 levels/flights of emergency stairs.
- Ability to pick up and carry a 25 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and takes initiative while carrying out existing assignments.
- Ability to perform as a team player and act independently.
- Must be willing to work weekends, holidays and overtime.
- Respond to reasonable business-related customer service requests.
- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit daily activity, incident, accident, hazard, and condition reports.
- Work under general supervision of site supervisor, field supervisor, and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Demonstrate professional communications with clients, patrons, and co-workers.
- Patrol and maintain general security of assigned property as described in post orders.

- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Assist other officers in a team-oriented environment.

#### **Armed Officer Screening**

**Licensing Required** - All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services prior to applying to an armed security officer position.

**Previous Experience Screening** - Cypress recruiters screen all applications for armed security officer positions for previous relevant experience. This is to ensure we screen out any applicants who do not possess the qualifications and background for these positions.

**Oral Interview Panel** - After Cypress recruiters have determined an applicant meets the required licensing and qualifications, the applicant is set up for an oral panel interview with hiring managers. The oral panel interview consists of basic interview questions, job-related scenario questions, use of force scenario questions, and ethical behavior questions. The oral panel interview is rated pass or fail.

**Background Investigation and DOT Drug & Alcohol Screening** - Upon successful completion of the oral panel interview, applicants are setup to complete a 5-panel U.S. Department of Transportation (DOT) drug and alcohol screen, and background investigation. For additional information regarding background checks, see section 6.6. of this proposal.

**Personality Inventory/Psychological Assessment** - After successful completion of all other steps in the hiring process, applicants are given a conditional offer of employment. Employment is contingent of the successful completion of the Minnesota Multiphasic Personality Inventory II (MMPI-2). Cypress uses an experienced police psychologist to administer and assess all armed security officer candidates. The MMPI-2 testing gives Cypress an insight to the candidate's personal characteristics such as ability to work in a team environment, ability to work independently, ability to operate under stress, propensity to alcohol or substance abuse, and propensity to unsatisfactory work ethics or behavior. Candidates are screened with the same standards as an entry level peace officer under California Commission on Peace Officer Standards and Training (CA P.O.S.T.).

### 1. Account Executive/Supervisor

Felix Guerrero is the account executive/supervisor. He has over 20 years' worth of experience in the security industry, and has been with Cypress since 2009 in a managerial capacity. Currently, he is the regional manager. Marc Mendoza will be the assistant account executive. Mr. Mendoza has been with Cypress since 2013, but he served as a police officer in the Glendale PD for almost 20 years.

### 2. Uniforms and Equipment

**Uniforms:** CPS has a full-range uniform system which may be customized according to the requirements of the County of LA Department of Public Works. CPS quality control managers perform regular on-site field inspections and make sure that field officers' uniforms and appearance are presentable and professional.

The hard uniform conveys more of an authoritative security presence and is used both indoors and outdoors. The hard uniform consists of a bomber jacket (which can be substituted with a sweater), dress shirt (made of sturdy material), slacks, tie, black socks, and black shoes. It's a professional look for locations where there is a higher potential for security issues.

It is the intent of CPS to work with your management to use the most suitable uniform. CPS views this as an important component when building an identity for the security program that will channel the philosophies and image of Public Works.

Cypress Private Security provides all security personnel with a durable set of uniforms. Officers receive seven shirts and five pairs of pants, with free weekly uniform cleanings via our local support offices.



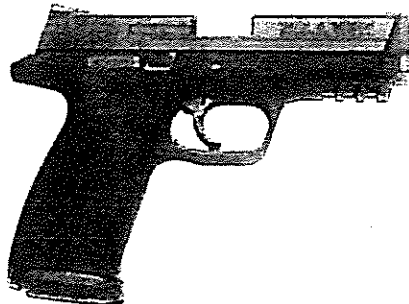
**Equipment:** The best security force always has the proper gear for the job, and CPS officers have access to an assortment of equipment in the field. We analyze your needs and apply the correct tools to maximize efficiency. These are examples of what we can provide for your site.



**Vehicles** – CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



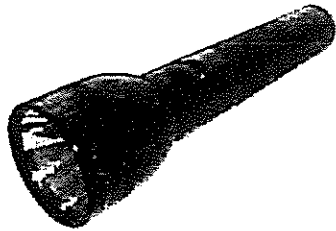
**Personal Protective Equipment** – CPS provides hard hats, safety goggles, safety vests, and any other necessary safety gear.



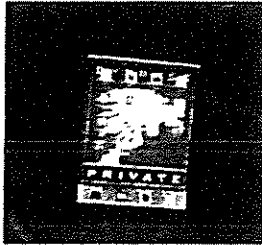
**Firearms** – At armed sites, CPS equips three types of semi-automatic handguns: the Beretta 92 (9mm), the Beretta 96 (.40), and the Glock 19 (9mm). These firearms have been approved by senior management and all armed CPS officers are fully trained.



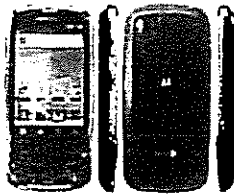
**Batons** – Your site-specific needs help dictate the proper non-lethal weapon. CPS uses two types of batons: ASP Expandable Batons and side handle batons.



**Flashlights** – CPS uses different types of flashlights depending on the site. The Maglite 3 and 4 as well as cell LED flashlights are available for the officers on duty.



**iPad** – Officers will be provided with a Cypress iPad for report writing purposes. This Wi-Fi-enabled tablet will allow officers to quickly write and upload reports to the client portal. The iPad can also be used to access Cypress' scheduling and workforce management systems, and access company policies and procedures documents as well as training materials.

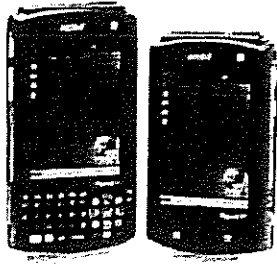


**Cell Phones** – CPS officers are trained and familiar with modern communications technology including smartphones. Officers at the Public Works sites will be able to use a cell phone, provided by CPS, for on-the-job two-way radio purposes. These smartphones include the Direct Connect push to talk feature, email, camera, and phone capabilities. Phones have expandable capacity to provide guard tour functions as well. Officers will maintain, with all due responsibility, good upkeep of all devices and equipment provided to them.

#### The Cypress Management and Tracking System Powered by D3

Through the Cypress Management and Tracking System (CMTS) powered by D3 technology, our officers will be able to perform thorough and complete patrols. In addition, because the D3 system is fully verifiable, our officers will be held fully accountable for their actions. CPS uses CMTS allowing for both indoor and outdoor real-time performance monitoring. This technology uses cellular and Web-based technology to manage and remain in communication with field officers as they make their patrol rounds. Bar code reader technology allows for guard tracking. The system also allows officers to create detailed reports and quickly and efficiently report and log any incidents that may occur. CMTS gives the control room the ability to:

- Track, monitor, and manage field officers.
- Pinpoint the closest officers for dispatch.
- Communicate via voice and text.
- Create detailed reports outlining all incidents, activities, and statistics.
- The system will also automatically notify CPS and your management of any severe or critical incident that takes place. This allows CPS and Public Works to access incident report information in real-time as it is being entered by security officers in the field.



**Cypress Management and Tracking System – CMTS** is designed to solve the business need for configurable data collection, workflow, and analysis. This incident reporting and case management system consolidates data from multiple channels and provides a common incident repository, eliminating redundant proprietary databases while maintaining data integrity. Customizable workflow triggers repeatable actions, including collaborations, approvals, notifications, escalations, and task assignments – all in a synchronized and portable platform.

### Regular Reports

The D3 system can track any aspect of the security program: incidents, emergencies, officer performance, and more. The system can be customized to be as specific as the client wishes. For example, officers performing standard patrols at a parking lot would use D3 to log parking violations at their site, including such information as model and make of the car, license plate number, time of the violation, etc. Building conditions reports (e.g., broken elevator, damaged doors, lightbulbs) and more serious incidents (such as vandalism or theft) are also logged into the D3 system. We can then take all of the data and create a graph that will visually illustrate all of the month's activities (or any other increment of time). During monthly meetings, we can present the findings to the client and use the statistics to improve the security program. Over time, this data becomes more and more useful as we are able to evaluate trends and identify (and subsequently minimize or even eliminate) specific trouble spots. It can also show us how we have improved over time.

The use of predictive data and historical data has proven to be effective for all of our major clients. CPS can collect and control the data for the client's convenience. In other words, Cypress owns the data, and other parties cannot acquire your security data via public information requests. We have used this reporting technology to help various clients in the LA region, such as the LAPD. The data we have collected while serving their program has led to actionable information resulting in improved performance and reduction of crime. For example, through D3, CPS has been able to collect crime statistics for the ADLA in order to show unarmed officers can still be effective while serving that District. Over time, our data ended up supporting our recommendation to the ADLA to lean towards more unarmed guards as opposed to armed.

The D3 system can also be used to directly evaluate our own officers' performance. Because the D3 system is fully customizable, we can create data fields that keep track of various aspects of officer performance. For example, we can keep track of the number of times an officer is late to his/her shift, the number of times an officer's appearance/uniform does not meet expected standards, and other similar concerns. In these cases, if an officer's performance is unsatisfactory, the supervisor will be made aware and can speak with the officer and create a corrective action plan (or remove and replace the officer, if necessary).

CPS takes client satisfaction very seriously and makes efforts to ensure that the security program does not grow stagnant. Our self-evaluation process is continuous and we strive to be proactive in rooting out security problems and encouraging our officers to perform at their peak level. That said, we realize that statistics alone do not always represent the ultimate picture of a security program, so regular meetings with the Public Works security liaison will certainly be useful in evaluating the project on an ongoing basis.

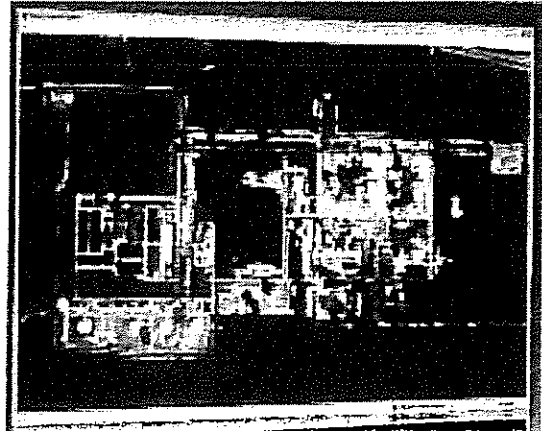
### Geospatial Intelligence Analytics

The D3 Geospatial Intelligence Analytics (GIA) feature will allow dispatchers and managers the ability to track individual security officers in real time. GIA uses the map overlay function make sure that officers' patrol routes correspond with areas with the most incidents. GIA will also allow a dispatcher to assign the closest security officer to respond to a situation. Key features of the GIA include:



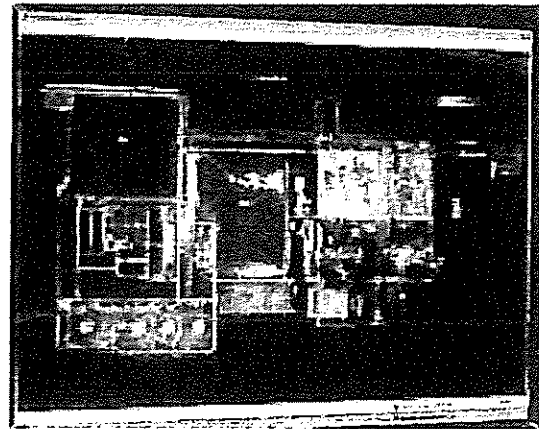
### Location-based Incident Tracking and Analysis

- Import and overlay multiple layers
- Color-coded incident icons
- Type, date range, reoccurrence, and area filters
- Mouse over icons for incident details; click for full report
- Heat map, area-based activity analysis
- Countermeasures and image asset library overlays



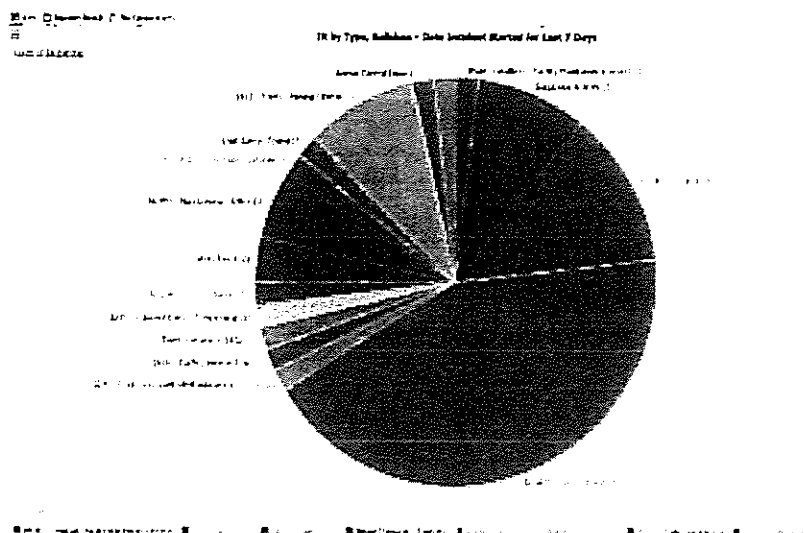
### Guard Tour Security Patrol Routes

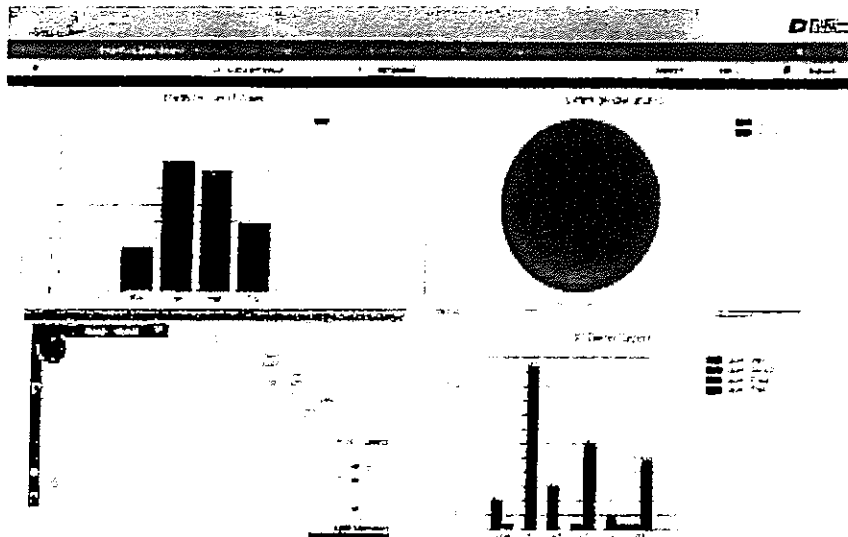
- Display guard tour patrol routes and checkpoints
- Analyze incident activity against allocation of personnel
- Dynamically edit patrol routes in real time



### D3 Analytics and Reports

The built-in D3 Analytical Dashboard allows the user to select from a multitude of prefabricated reports that can be generated automatically and sent to the client management team. In addition to this, the D3 system can also generate fully customizable reports that will allow the user to best implement the data collected from the security officers in the field. All reports can be pulled manually or set up to be generated and emailed on a scheduled basis.





**D3 Dispatch**

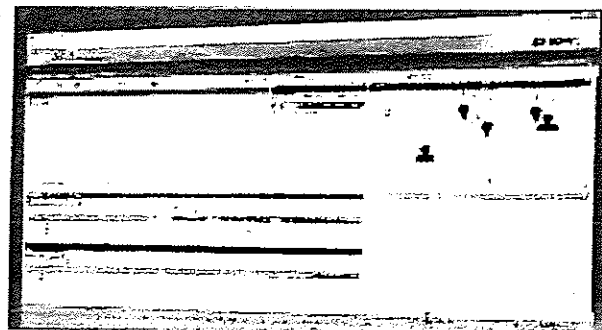
D3 Dispatch (computer-aided dispatch) provides real-time, end-to-end tracking of an occurrence from call receipt through resource deployment, arrival and outcome. The D3 Dispatch system provides the features of large enterprise dispatch systems, at a mid-market price point.

Using the system, dispatch operators assign resources, including security officers, maintenance staff, and third party suppliers. The easy-to-use interface consists of customizable forms, enabling dispatch operators to capture exactly the information they need and efficiently assign resources. With a single click, a standard dispatch can be escalated to an incident report for follow-up and investigation.

The system incorporates comprehensive search and analysis reporting. Instantly generate reports on any data to analyze and monitor changing environmental patterns, performance, and workload.

**Features and Benefits**

- Real time, map-based activity tracking
- Staff scheduling application
- Comprehensive response reporting and analysis
- Daily activity log
- Web based
- Fully customizable



### 3. Training Programs

CPS is committed to the professional growth of every employee within the company. At CPS, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. This plan takes into consideration the employee's personal goals and how they correlate with CPS corporate objectives. CPS' objective is to deliver outstanding security services to each client. The first training section any CPS employee undergoes is a thorough overview of the company philosophies.

**Development Training Structure:** CPS' training platform covers all aspects of security, including operational and business strategies, to best prepare all employees for their duties. The development training is divided into three careers and training blocks: professional security officer (PSO), quality control manager (QCM), and Cypress leadership training (CLT) program. Each of these cornerstones consists of several different steps and training modules. The development training allows each employee within the company to truly seek a career path that enhances their skill sets, ambitions, and performance.

**Professional Security Officer Training Outline:** The CPS professional security officer (PSO) training program is part of the foundation in providing high quality security services. The PSO program is divided into three different levels of training. Each level has a set number of classes that need to be completed before moving on. The entire PSO program consists of 42 different classes. The training classes vary from 2-8 hours of training time, and it takes 82 hours to reach PSO level 3. Before being assigned to any site, officers must complete level 1. The PSO program is recognized in the security industry for meeting the highest possible standards. The foundation of the PSO program is found in the strict guidelines put forth by the state of CA, BSIS.

#### Training at CPS:

- 40 hours of initial training.
- Over 50 different training modules offered to all employees.
- 100% of employees meet annual training requirements.
- In-house certified trainers.
- 80% passing score required for each training module.
- In-house CPR and first aid training program.
- 100% of training documented.
- 100% of employees participate in annual refresher and development training.
- Proprietary online training system accessible to all employees.
- Each employee has a personal training plan to follow based on career enhancement goals.
- Instructor-led classroom training.
- Scenario training between teacher and student.
- Training curriculums set for each client.

The following table outlines the steps of the PSO program.

### Security Officer – PSO Level 1

- The PSO Level One designation helps build a solid foundation of the security profession. Through the Level One step, officers are given the opportunity to establish a substantial understanding of the security industry. They will also develop their roles and functions within CPS.

### Security Officer – PSO Level 2

- In the PSO Level Two designation, there is a greater emphasis on training. Security officers focus on training areas such as communication and handling difficult people and challenging situations. This will help security officers in their daily work as they interact with clients, visitors, and other individuals in a safe, polite, and ultimately professional manner.

### Security Officer – PSO Level 3

- The PSO Level Three designation teaches security officers to be well-versed in critical areas such as fire and life safety systems. The Level Three designation will also focus on workplace violence and sexual harassment prevention, as well as access control training. The PSO Level Three designation prepares security officers to become senior security officers.

Fig: PSO Level 1 through Level 3

The following chart outlines the different classes within the different steps of the PSO training.

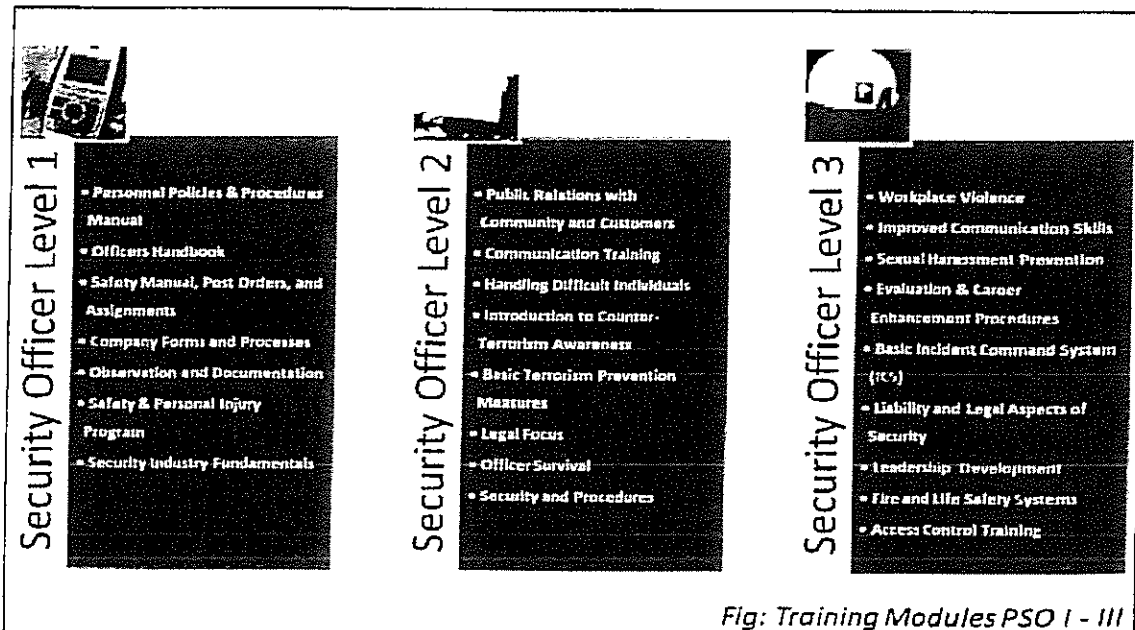


Fig: Training Modules PSO I - III

**On-the-Job Training**

CPS develops an OTJ program for each site and post. These field training manuals are based on CPS' thorough review of the job duties. The security site assessment serves as the basis for the development of the OTJ program. Our comprehensive OTJ program addresses items including, but not limited to, the following:

**CYPRESS SECURITY  
OJT CHECKLIST**

FOR SITE-SPECIFIC ON-THE- JOB TRAINING



SECURITY OFFICER'S NAME	LAST NAME	FIRST NAME
TRAINING OFFICER'S NAME		
CLIENT OR WORKSITE		EMPLOYEE No.

**INSTRUCTIONS:**

1. Your supervisor or site training officer is to train you on each item below. After being trained on each item, you and your trainer must place your initials in the appropriate spaces. If any of these items are not applicable to your worksite, place an N/A (not applicable) next to that particular item.
2. This OJT Checklist is to be completed upon your arrival at the worksite.
3. When this OJT Checklist is complete, your supervisor must send it to the main office, for entry into your Employee Personnel file and into the Valiant computer system.

TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS	TRAINING ITEM	TRAINER INITIALS	TRAINEE INITIALS
Cypress Policies & Procedure Manual			Medical Emergency Procedures		
Security Officer's Chain-of-Command			- Telephone Contacts		
Customer Chain-of-Command			- Actions to Take		
Emergency Contact List			Bomb Threat Procedures		
Cypress Security's General Orders			Heating & Air Conditioning Problems		
Uniform Requirements			Electrical/Power Emergencies		
Personal Appearance Standards			Elevator Emergencies		
Post Orders			Water Leaks in the Building		
Hours of Operation			Bad Weather Procedures		
Access Control			Crime Emergencies		
I.D. Checks			Telephone & Computer Procedures		
Key Control			How to Operate Site Security Equipment		
- Visitor Procedures			Special Equipment: radio, flashlights, wands, pagers, close circuit TV		
Deliveries & Contractors			Report Writing		
- Off-Hour Access Control			-Daily Operations Logs		
Patrol Routes & Procedures			-Incident Reports		
Fire Emergency Procedures			Lost & Found Policy & Procedure		
- Fire Alarm Procedures			Employee Accident Reporting Procedure		
- Fire Extinguisher Locations			Customer Service Procedures		
- How to Use Fire Extinguishers			Handling Hostility/Crisis Intervention		
- Notification Procedures			Safety Orientation		
- Building Evacuation Plan					

DATE OJT COMPLETED:    AM    DD    YY

SECURITY OFFICER SIGNATURE: \_\_\_\_\_

TRAINING OFFICER SIGNATURE: \_\_\_\_\_

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

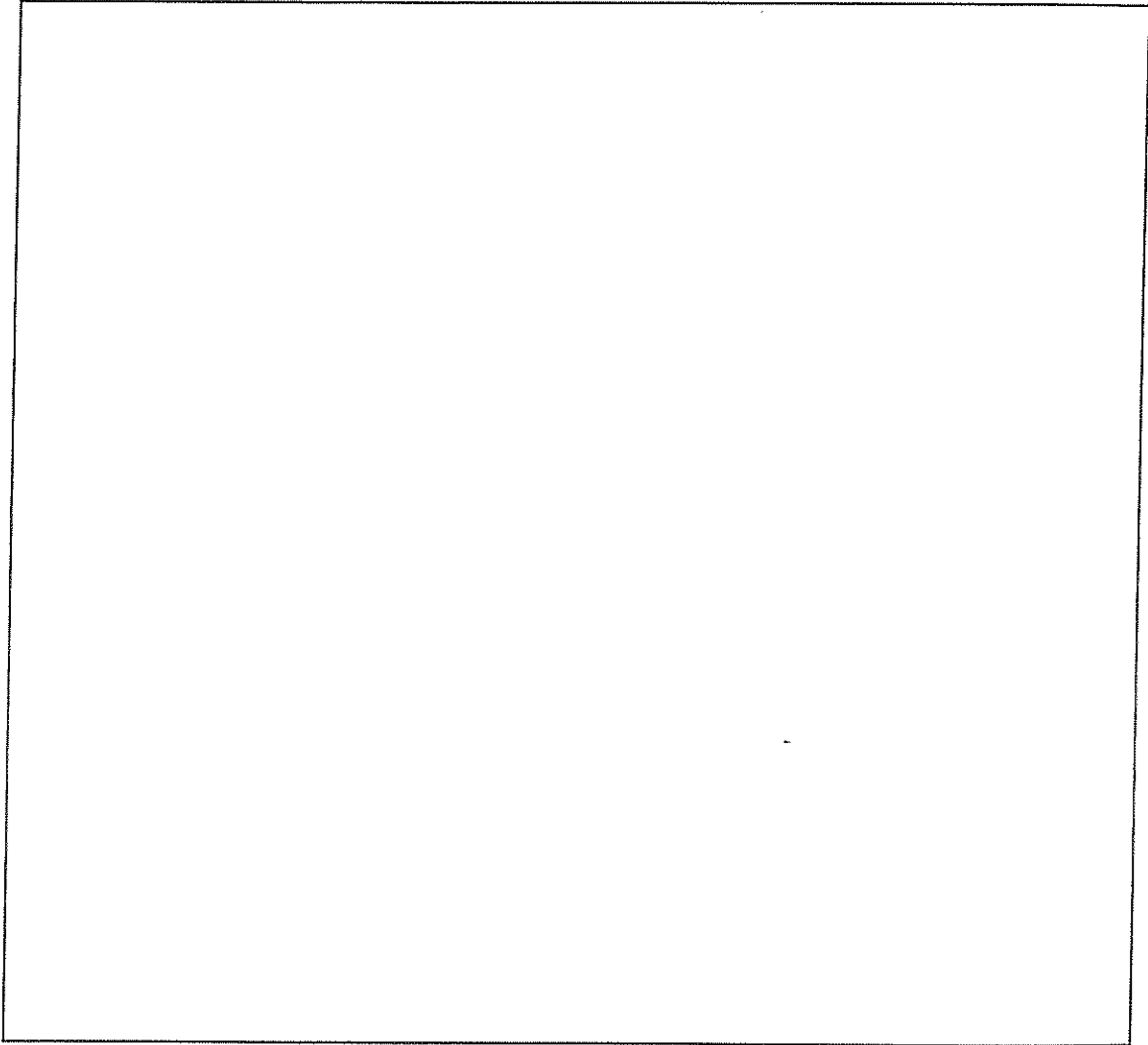
**WHEN YOU'RE DONE:**  
 1. Make a copy of this Checklist for your files.  
 2. Your Supervisor must send the original to the office for processing.

The length of the OTJ program varies depending on duties. At a minimum, each officer will receive an initial 24 hours of supervised on-site training administered by a certified training officer who understands the ins and outs of the client's site. The OTJ program includes spot quizzes conducted by the training officer.

At the conclusion of the training, both the training officer and the trainee must sign the OTJ form indicating the subject material has been well-covered and understood by the trainee.

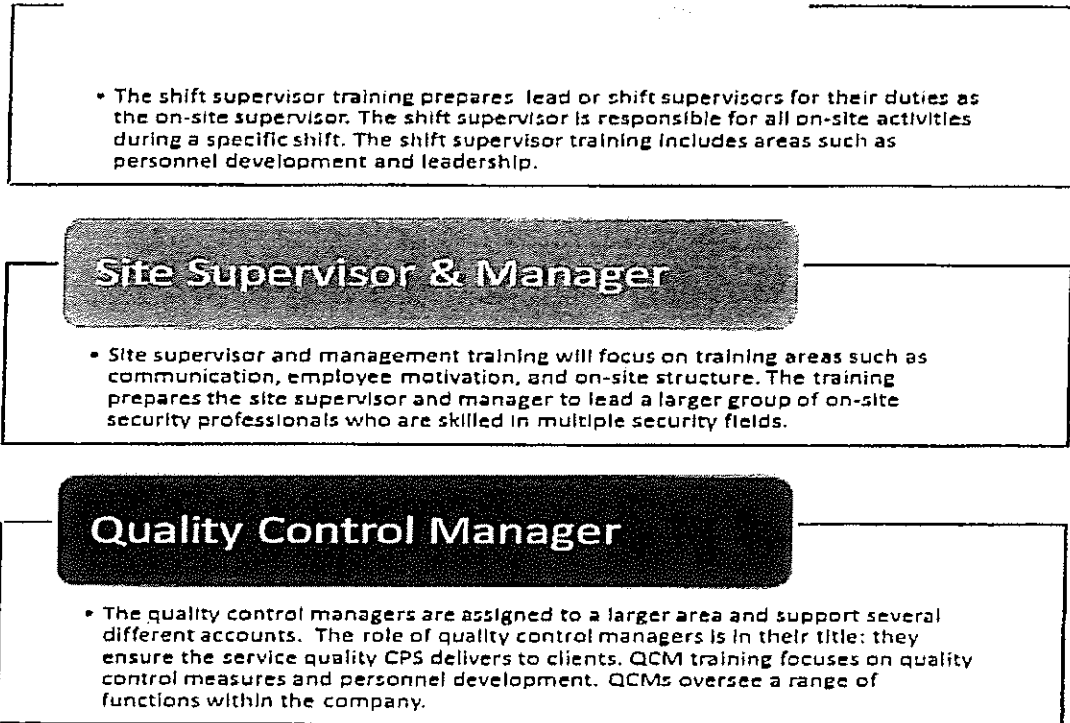
**Officer Handbook**

Officers are trained on all company policies and procedures. The topics are included in the officer handbook, the table of contents of which are provided below.





**Quality Control Manager and Supervisor Training**



• The shift supervisor training prepares lead or shift supervisors for their duties as the on-site supervisor. The shift supervisor is responsible for all on-site activities during a specific shift. The shift supervisor training includes areas such as personnel development and leadership.

**Site Supervisor & Manager**

• Site supervisor and management training will focus on training areas such as communication, employee motivation, and on-site structure. The training prepares the site supervisor and manager to lead a larger group of on-site security professionals who are skilled in multiple security fields.

**Quality Control Manager**

• The quality control managers are assigned to a larger area and support several different accounts. The role of quality control managers is in their title: they ensure the service quality CPS delivers to clients. QCM training focuses on quality control measures and personnel development. QCMs oversee a range of functions within the company.

*Fig: QCS Training*

The quality control and supervisory training (QCST) program is designed to help employees grow to their fullest potential within CPS. The training program gives supervisors the tools to lead the work at the site and motivate employees to perform consistently at a high level. CPS promotes within the company to these positions, and prior to starting the QCST training program, the employee must complete the PSO training.

The QCST program serves as a motivational tool as well as a planning tool for both current and future leaders within CPS. The following training modules are included in the QCS Training plan:

- **Company Structure Focus** – The instructor teaches about the company's organization, including the various departments, how to interact with them, and the officer's role in the overall operation.
- **CPS Personnel Policies and Procedures Manual** – To reduce confusion, the Policies and Procedures Manual outlines basic protocol such as work standards, quality control, and benefits at CPS.
- **Company Forms** – All incidents and situations must be reported accurately with the proper forms. Organized paperwork helps a company run efficiently.
- **Disciplinary and Evaluation Process** – Supervisors learn disciplinary functions and how to evaluate an employee's performance. The class examines a variety of methodologies in order to best promote the best performance from each employee.
- **Sexual Harassment Class** – The sexual harassment class teaches the managers how to avoid and handle any situation that could be classified as harassment. This class is mandatory for all managers.



- **Valiant Training** – Each new manager will receive training on the Valiant system. CPS uses this web-based scheduling software to ensure accurate scheduling and payroll.
- **Improved Communication Skills** – After completing this module, the trainee will be able to communicate effectively, to individuals and groups, and use spoken, written, and electronic communication.
- **Decision-making Techniques** – To lead effectively, supervisors need to be able to make timely, thoughtful decisions consistently.

### Types of Training

**Classroom Training** – Each CPS employee starts their training in a classroom setting. The employees undergo a series of different instructor-led classes before being assigned to a site.

**Scenario-based Training** – Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.

**Client-specific Training** – CPS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. CPS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the Cypress Training Academy curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.

**Cross-training** – Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows CPS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.

**CPR and First Aid Training** – All security officers at CPS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes CPS' CPR and first aid training will receive a Red Cross certification. This training is also made available for the client's staff as the client sees fit.

**Online Training Modules** – The Cypress Training Academy is our state of the art online training system for security officers and management and supervisory staff. Through CTA, Cypress Private Security trains each employee with the same standard, and brings new training modules to employees independent of their physical work location. In this way, CPS can quickly train all employees on any new industry-specific information or on any changes to the specific site the CPS employee is working at. Each module consists of three components: video module, written module, and a test. The employee must complete all three components and receive a passing score of 90% in order to receive certification for that module.

All officer training is logged and recorded on our online database. Certifications and licenses are maintained and kept current.

### De-escalation Training

Cypress maintains a staff of instructors certified in several disciplines of de-escalation training, including AVADE® and MOAB®. This training, provided to our security officers in the field, enables those officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. As such, Cypress is proud of having an industry-leading low level of use of force incidents. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits



MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.

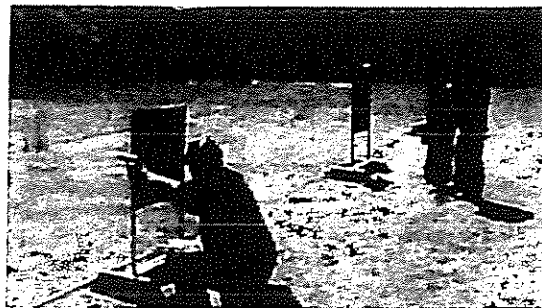


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### Armed Security Training

All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS) prior to applying to an armed security officer position. BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition, Cypress also requires our armed security officers to complete range qualification with our licensed in-house firearms instructors. This is to ensure all our armed security officers remain proficient with double the amount of training time as required by BSIS.

In addition to qualifying armed security officers on the basic qualification course of fire, Cypress' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Cypress armed security officers work, including high-density public areas, crowded transit passenger facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.



### Mental Health Training



Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness. Our training manager is a certified trainer for this course. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis such as contemplating suicide. In both situations, the goal is to help support an individual until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. Cypress provides this training to all officers. As a value-added benefit, this training is also freely available to our clients, should you wish to participate.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

**4. Transition Plan**

**Key Personnel Duties and Responsibilities:** Before the transition starts, CPS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition. The CPS transition plan includes clearly delineated job responsibilities, which eliminates duplication of work or missed tasks.

**Documentation, Communication, and Training:** CPS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, CPS also prepares training schedules that outline training topics, responsible managers, and required attendees.

**Work Plan Timeline**

Task Assigned	Date Due	Responsibility
Award letter issued to CPS	> 3 weeks prior to startup	BDM
CPS transition team assigned and in place	> 3 weeks prior to startup	COO
Meet with client to obtain site specific information	> 3 weeks prior to startup	Client Manager
Outline and adjust transition plan if needed	> 3 weeks prior to startup	COO
Security and technology assessment	> 3 weeks prior to startup	COO & Client Mgr.
Management/labor meeting	> 3 weeks prior to startup	COO
Conduct site security survey	> 3 weeks prior to startup	COO & Client Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources
On-site training for operations team	> 2 weeks prior to startup	COO & Client Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Client Mgr., Tr. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Client Manager
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Client Manager
Prepare post orders	> 2 weeks prior to startup	Client Manager
Select security officers	> 2 weeks prior to startup	HR & Client Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Training Manager
Meet with client to brief on transition progress	Continuous	COO & Client Mgr.
Present post orders to client	> 1 week prior to startup	Client Manager
Deadline to complete drug screen for candidates	> 1 week prior to startup	Human Resources

Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Client Manager
Ensure each post is fully equipped as specified	> 1 week prior to startup	Client Manager
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Client Manager
Retraining of incumbent personnel hired by CPS	> 1 week prior to startup	Training Manager
Service start	TBD	COO & Client Mgr.

**Evaluation Calendar**

The evaluation calendar outlines key on-site elements related to performance after the project has begun. The tasks are divided according to department and corresponding manager.

<b>Task Assigned</b>	<b>Date Due</b>	<b>Responsibility</b>
One month evaluation of each officer's performance	30 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Client Manager & Training Manager
Three-month evaluation of each officer's performance	< 90 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Client Manager & Training Manager

**5. Site Inspections**

Cypress conducts unannounced site checks at least once per day. These site inspections are conducted by one of our managers, a group which includes the account executive, assistant account executive, regional support manager, and quality control managers. Felix Guerrero, as the regional manager and account executive, is ultimately responsible for the overall security program including the site inspection protocols.

**Proactive Field Support**

The industry-leading CPS quality control manager (QCM) program is a critical aspect of our proactive quality control process, which distinguishes us from other security providers. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At CPS, our supervisors and managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Leadership's Role:** Every shift, each CPS field officer on duty receives an on-site inspection from a field supervisor, quality control manager (QCM), client manager, or branch manager, all of whom have the authority to perform disciplinary actions.

**The QCM:** Our QCM program sets us apart from all other security providers. This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance.

**Daily Activity Reports:** Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. The QCM reviews all DARs for accuracy and completion. On-site inspection times are logged in the site's DAR, which clients may review at any time.

**CPS' Quality-focused Approach:** Our attitude toward supervision is "inspect what you expect." Leadership establishes clear expectations to field officers, and disciplined inspections focus on making sure those expectations are met. Our quality assurance process centers on our proactive style of management. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

**On-site Inspections:**

- QCMs work to:
  - Root out potential problems proactively.
  - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- Field officers fill out DARs to document observations or incidents.
- CPS manager duties during inspections:
  - Evaluate officers' physical appearance and equipment.
  - Conduct on-site patrol encompassing officers' scope of responsibility.
  - Make note of any oversights of issues not mentioned in the DAR.
  - As necessary, modifies patrol routes or protocol.
- Extra officers may be cross-trained during this time.
- CPS managers may meet with facility managers.

## 6. Background Checks

**Screening & Background Check:** After the initial interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

## 7. QUALITY ASSURANCE PROGRAM

We know you have a plethora of options whenever you're deciding between the right vendors for your needs. First, you can base your decision purely on past performance, reputation, or recommendation. Secondly, you can choose by assessing the capabilities of each potential supplier, the strength of their management team, and the company's mission statement. Or lastly, you can have a third party consultant complete an assessment of each potential vendor.

Success isn't an accident. Success is intentional. Our ability to acquire premier clients, renew demanding contracts, and achieve extraordinary levels of client satisfaction are all based upon our commitment and execution of quality management practices.

### A. Policies and Procedures

**No Subcontractors:** Cypress will not be enlisting the services of a subcontractor for the Public Works security project. All services will be rendered by Cypress.

**Measuring Performance:** Our mission of providing the best security management services in the Western United States requires a disciplined and rigorous self-evaluation of every single business and service function. We measure everything so we can improve everything. Constantly.

**Quality Consistency:** CPS' quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence. We don't make promises we can't deliver. Our quality assurance process is designed to augment any elements we need to improve as quickly as possible.

It is the responsibility of the Cypress management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal.

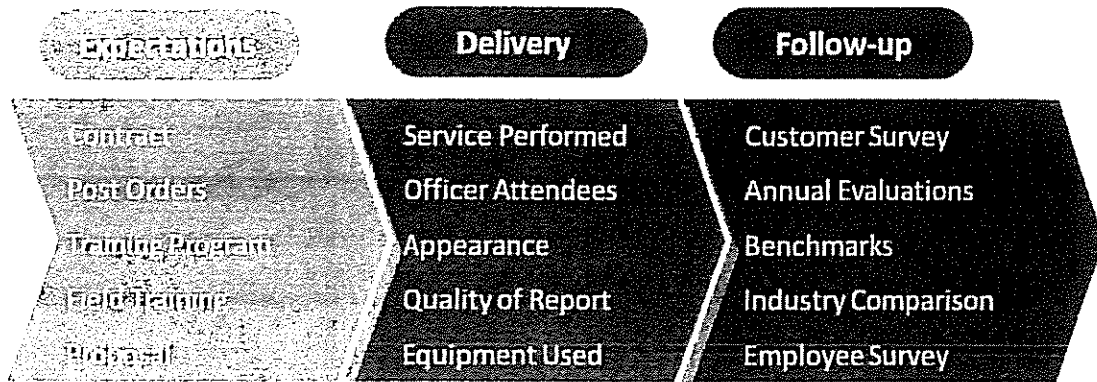
The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by CPS. Cypress creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. Cypress will update such post orders within 30 days of being awarded the contract.

### Quality at CPS:

- Based on ISO 9000 standards.
- All activities within CPS are measured and tracked.
- 100% performance evaluation conducted.
- 100% of client expectations are met.
- Client surveys (annual surveys conducted with each client) covering 120 CPS functions.
- Clear and precise post orders reflect clients' specifications.
- Clearly developed technical protocols and customer service skill sets.



## Quality Consistency Diagram



**Customer Focus:** Client needs can change over time. CPS management and staff meet these evolving needs by using cutting edge technology and educated decision-making. Adherence to the ISO principle of "Customer Focus" enables CPS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow CPS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

**System Approach to Management:** When any part of a system is affected, the entire structure can be compromised. CPS promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. Cypress' system approach to management includes the following advantages:

- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.
- Consistency: Results achieved by design can be duplicated.

**Client Survey:** The client survey is an integral part of measuring CPS' performance against set benchmarks. The client survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.

**Ongoing Evaluation of Security Program:** Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and the results of the customer survey.



- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Cypress policies and procedures manual, Cypress officer handbook, Cypress safety manual, violations of post orders, willfully or negligently endangering the life and/or wellbeing of him/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken to accommodate or corrective actions in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Cypress team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Cypress site supervisors and management are obligated to report misconduct to the responsible client/account/program manager, regional manager, or COO. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the client manager or regional manager or COO with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Cypress reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Cypress.

## **B. Inspection Fundamentals**

Cypress understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. When a QCM or another manager conducts a field inspection, the focus is on ensuring that those expectations are met. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

"Inspect what you expect" also applies to the inspections that field officers perform as they conduct their rounds. Thorough training, an understanding of the post orders, and on-site experience helps officers be aware of things that they must remain alert for when patrolling and inspecting their site. Inspection schedules occur a set amount of times per shift (designated in the post orders), and are often at random times to prevent patterns.

The individual with overall responsibility over the inspection program is the account manager – in the case of the Public Works project, that individual is Felix Guerrero, who is also the Cypress regional manager. He has a career in private security spanning 20 years, and he has been with Cypress in a managerial capacity since 2009. For more of his qualifications, please see his corporate resume in section 5.3. of this proposal.

We have included a sample form used for quality control: performance evaluation.



CYPRESS SECURITY  
**PERFORMANCE REVIEW**

<u>Employee Name</u>	<u>Job Title</u>	<u>Length In Current Position</u>	<u>Date of Hire</u>
<u>Property/Property No.</u>	<u>Date of Last Review</u>	<u>Reviewing Supervisor</u>	<u>Current Review Date</u>

**Rating Code**

0	1	2	3	4
Does not pertain to the job or cannot be evaluated at this time.	Falls to meet standards.	Performance meets most requirements but marginal in some key areas which will require improvement.	Performance consistently meets requirements.	Performance consistently exceeds expectations in most areas.

<b>Customer Service Orientation:</b> <ul style="list-style-type: none"> <li>▪ Demeanor _____</li> <li>▪ Attitude _____</li> <li>▪ Courtesy _____</li> </ul>		<ul style="list-style-type: none"> <li>▪ Knowledge of the site's goals &amp; key participants, etc. _____</li> <li>▪ Answers telephone in professional and helpful manner, clearly speaking and identifying the site and his/her name. _____</li> </ul>	
<b>Comments/Recommendations:</b>  		<b>Overall Rating:</b>  	

<b>Decision-Making and Judgment:</b>	
<ul style="list-style-type: none"> <li>Accumulates all relevant information and presents well considered alternatives when making recommendations</li> <li>Makes sound decisions in a timely manner, avoids hasty decisions, and notifies appropriate parties</li> <li>Systematically handles workload to avoid crises</li> </ul>	<ul style="list-style-type: none"> <li>Effectively takes control of emergency situations</li> <li>Approaches challenges with a positive attitude</li> <li>Properly controls confidential information</li> </ul>
<p>Comments/Recommendations: <span style="float: right;">Overall Rating:</span></p>	

<b>Communication:</b>	
<ul style="list-style-type: none"> <li>Consults opinions of others and takes directions as appropriate</li> <li>Actively listens to others and gives appropriate feedback</li> <li>Offers creative ideas and solutions</li> <li>Effectively communicates with supervisor, employees, tenants and general public</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates skill in communicating with others (meetings, training, presentations)</li> <li>Works well with others/team player</li> </ul>
<p>Comments/Recommendations: <span style="float: right;">Overall Rating:</span></p>	

<b>Organizational Relationships:</b>	
<ul style="list-style-type: none"> <li>Shows appropriate assertiveness in expressing and advocating points of view</li> <li>Timely implements directions and plans received from management</li> </ul>	<ul style="list-style-type: none"> <li>Accepts and follows up on constructive feedback from management without defensiveness</li> </ul>
<p>Comments/Recommendations: <span style="float: right;">Overall Rating:</span></p>	

CYP F122 Version 1.1 - 02-10-2006

<b>Training/Knowledge:</b> <ul style="list-style-type: none"> <li>• Post orders _____</li> <li>• Emergency procedures _____</li> <li>• Company policy _____</li> <li>• Familiarity with security procedures _____</li> </ul>	<ul style="list-style-type: none"> <li>• Pursues training and resources from within and outside the organization _____</li> <li>• Directs efforts towards professional development _____</li> <li>• Demonstrates leadership skills _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Reliability:</b> <ul style="list-style-type: none"> <li>• Tardiness _____</li> <li>• Willingness to follow procedures, _____</li> <li>• Cooperation _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Report Writing:</b> <ul style="list-style-type: none"> <li>• Write clear, useful &amp; effective reports and memos _____</li> <li>• Accuracy, etc. _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Attendance:</b> <ul style="list-style-type: none"> <li>• Is reliable and dependable in attendance _____</li> <li>• Punctuality (schedule, lunch, breaks) _____</li> </ul>	<ul style="list-style-type: none"> <li>• Gives appropriate notice when requesting time off _____</li> <li>• Attends company training/meetings _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

CYP - F122 Version 1.1 - 02-10-2006

<b>Appearance:</b> <ul style="list-style-type: none"><li>• Grooming</li><li>• Proper uniform</li><li>• Care of equipment</li><li>• Personal hygiene</li></ul>	
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

**Summary of Strengths:**

**Indicate Ways in Which Employee May Develop And / Or Improve:**

**OVERALL RATING:**

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Employee Signature      Date

\_\_\_\_\_  
Next Level Management      Date



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

Reporting records are stored online and available 24/7 for the client to review. As described in section 6.2., Cypress uses D3 security technology for reporting. All reports are reviewed by a Cypress manager. Included here are several sample reports.

**Sample Daily Activity Report**



IR Type:	0100 - Daily Activity Report	Incident Number:	141120-14132
----------	------------------------------	------------------	--------------

**SFMOMA Collection Center**

Status:	Open IR	Assigned to:	(Other (Not listed))CC Officer SFMOMA CC
Custom Status:		Report Date/Time:	11/20/2014 11:43:00 PM PST
Priority:		Occurred on:	11/20/2014 11:00:00 PM PST
Created by:	(Other (Not listed))CC Officer SFMOMA CC	Ended on:	11/21/2014 07:00:00 AM PST

Other (Not listed)
--------------------

What location/site?	1353 Lowrie Ave. SSF, CA 94080
---------------------	--------------------------------

Post Equipment
----------------

Keys	8
Key Card	YES
Additional Equipment	1 zomm, 1 cell phone, 3 radios and a flashlight

Breaks
--------

First Break	15 Min.
Lunch Break Start	03:00:00 AM
Lunch Break End	03:30:00 AM
Second Break	15 Min.

Quality Control Inspection Report
-----------------------------------

Post Location	1353 Lowrie Ave, SSF, CA 94080
Guard Name	Marvin Gilbert
Was Officer at post upon arrival?	Pass

Narrative
-----------

DAR LOG

Uniform / Equipment	Pass
Breaks taken as instructed?	Pass
Customer Service	Pass
Weapon, Baton, OC	N/A
Post neat and orderly, no unauthorized items?	Pass
Post orders, DAR, Daily Access Control Sheet, etc, present, readable & correct	Pass
Can guard quickly describe the correct response to presented emergency scenario?	Pass
Can guard describe when, why and how to use different levels of force?	Pass



IR Type: 0100 - Daily Activity Report Incident Number: 141120-14132

2300hr - S/O Gilbert briefed and coming on duty with S/O Soria going off duty att.-/gt  
 2330hr - Completed 1st exterior patrol att.-/gt  
 2345hr - QCM Sims advises Minna Annex is SECURE att.-/gt  
 2346hr - CC adv'd Opr#148 w/DIEBOLD of reason for alarms at Minna.-/gt  
 0000hr - Completed 1st 15 min break att.-/gt  
 0030hr - Monitoring cameras and continuing surveillance att.-/gt  
 0130hr - Monitoring cameras and continuing surveillance att.-/gt  
 0230hr - Monitoring cameras and continuing surveillance att.-/gt  
 0330hr - Completed 30 min lunch break att.-/gt  
 0430hr - Monitoring cameras and continuing surveillance att.-/gt  
 0530hr - Monitoring cameras and continuing surveillance att.-/gt  
 0600hr - QCM Sims advises that Minna Annex is OPEN att.-/gt  
 0630hr - Monitoring cameras and continuing surveillance att.-/gt  
 0645hr - Completed 2nd 15 min break att.-/gt  
 0700hr - S/O Soria briefed and coming on duty with S/O Gilbert going off duty att.-/gt

History List

11/20/2014 11:45:37 PM	CC Officer SFMOMA CC	Open IR	Created
11/20/2014 11:45:41 PM	CC Officer SFMOMA CC	Open IR	Viewed
11/20/2014 11:54:36 PM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 05:52:57 AM	CC Officer SFMOMA CC	Open IR	Viewed
11/21/2014 05:54:00 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 06:18:09 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 07:02:01 AM	CC Officer SFMOMA CC	Open IR	Template Export test2 (PDF)
11/21/2014 07:04:24 AM	CC Officer SFMOMA CC	Open IR	Template Export (PDF)

Sample Incident Report



Incident Report  
1225 - Theft, General > \$950

Case ID 160205-3810

Status	Open IR	Report Date/Time	02/05/2016 01:58 PST
Custom Status		Occurred on	02/05/2016 00:55 PST
Priority		Ended on	02/05/2016 04:00 PST
Created by		Last Modified on	02/05/2016 04:21 PST
Assigned to			

What	location?	HOA or THA?	THA Unit
Responding Agency	Police	Agency Name	Police
Officer Name		Agency/Department	Yes
Report Number	16-036-00153	report filed?	
Stolen Item Owned By	Third Party	Stolen Item Type	Other
Item Description	Two Ipads	Item Value	\$ 2000 USD

On 2/4/2016 at approximately 0030 hours, while working as a uniformed patrol officer in a marked patrol vehicle, I SO. Gentile received a call from a Tenant stating that there were kids outside in the alley of the [redacted] and that they appeared to be up to no good. The caller did not have very much information on the kids for she stated that it was dark outside. I informed the tenant that I would be enroute. I then contacted SO Dunphy and informed him of the call and had him en route. I then drove through the alley and did not see anyone. I contacted SO Dunphy and informed him that I did not see anyone and asked him to come and walk the area with me. SO Dunphy and myself parked our vehicles in the alley behind [redacted] and began walking. We began walking in the court yard area in front of [redacted] at approximately 0053 hours, and were just about to turn the corner by [redacted] approximately 25 to 50ft away from our parked vehicles when we heard a huge bang. It sounded like a M80 firework that shot off. SO Dunphy and myself turned around and went in between the houses. SO Dunphy headed towards the vehicles and I headed towards the [redacted] Street. I saw three persons who appeared to be between 16 and 18 years old wearing all black run in the southeast direction near the new construction houses. SO Dunphy then yelled to me that they busted out his window and stole his Ipad. I then called the Police as I kept a eye on the kids who continued to run towards the middle school. SO Dunphy then informed me that they also broke into my vehicle by breaking out the window and also took my Ipad. I noticed a Tribal Police officer searching the area and went and stood with my vehicle. Officer Smith then arrived and stated that we needed to do a report on line and gave the website to do so once we got our serial numbers for our loads and stated that would give us the case number. Officer Smith then departed. SO Dunphy and myself then drove to [redacted] Street to grab a broom and put plastic over our windows. At approximately 0240 hours, we went back to the [redacted] Street to clean up the big pieces of glass when we noticed a casing to a 22. SO Dunphy then said do you think that they shot out our windows and I said I don't know and we continued to look for another casing. We only located one casing and after picking up most of the glass we headed back to [redacted] Street and in the light began looking through the veh cles. I then noticed a bullet hole through the center console of SO Dunphy's vehicle and then looked in my vehicle and noticed a bullet hole through the glove department. I then contacted the Police back and let them know of the new information and they stated that they were sending Officer Smith back out and to wait for him. I then contacted our manager Frank Bedoya as well as Marty Cambel and Barbara Pearsall to let them know of the updated situation. Officer Smith then arrived at approximately 0312 hours and contacted Forensics to come out to take pictures. Forensics then arrived and took plastics off of SO Dunphy's vehicle to attempt to find the bullet and noticed that there was damage to some wiring from where the bullet hit. They were unable to locate the bullet in his vehicle. Forensics then took pictures of the damages in my vehicle and was able to collect the bullet that went through the glove department. Officer Smith stated that if we found another casing in the area of our vehicles to please give it to Officer Hayward. Officer Smith then left case number 16-036-00153 and a theft inventory list to turn in once we have the information on the Ipads. I have taken several pictures that I am unable to attach but will send them in a email nothing else to report at this time.

I hereby declare certify under penalty of perjury under the laws of the state of [redacted] that the above statement is true to the best of my knowledge and belief RCW 9A 72 085

that the above statement is true to the best of my knowledge and

## 8. NO SUBCONTRACTORS

---

Cypress will not be using any subcontractors for the Public Works security program.

## 9. FINANCIAL RESOURCES

---

Included with our proposal as a separate attachment are our three most current audited and confidential financial statements.

# 10. LICENSES AND CERTIFICATIONS


## PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA

**dca**

DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221

Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date. The license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

--- POST IN PUBLIC VIEW ---

1204 CERT04L 110216

Certifications and Licenses

Cypress team members hold numerous security certifications and licenses. Below is just a small sample of some of the certificates Cypress employees have earned.



Certificate of Membership

This certificate recognizes
Jonas Tegnerud
as a Member, denoting recognition of
the integrity and trust of the Security Industry
September 2009

Michael R. Conway
Jonas Tegnerud
[Signature]

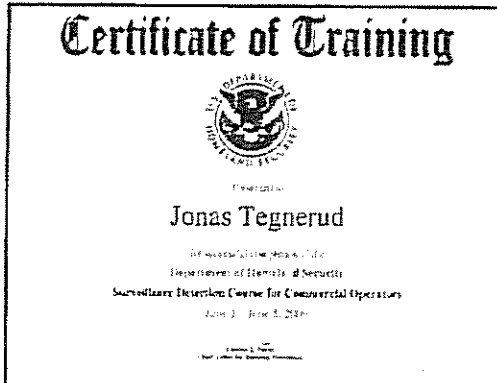
Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge the
JONAS TEGNERUD
has attained a dedication to excellence in terms of their management and
professional development and completion of the independent study course

15-80987
For the Director, Michael T. Griffin
[Signature]



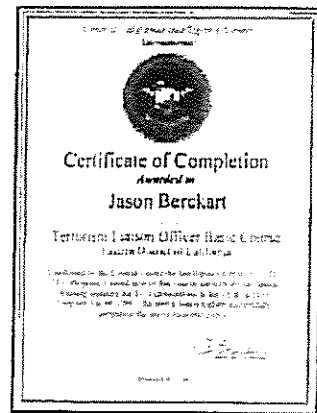
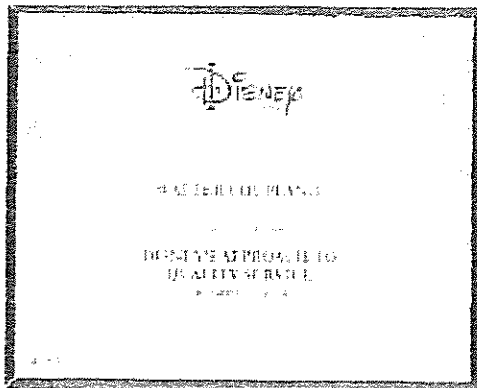
Emergency Management Institute



FEMA

THE INSTRUCTOR

15-80922
For the Director, Michael T. Griffin



# 11. INSURANCE

FORM PW-15

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP is a subsidiary of Cypress LLC. Ryan Williams, CEO



## 12. RECORDKEEPING

### WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA028)

FORM LW-9

#### INSTRUCTIONS

The contractor selected through this RFP 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><b>1. TRACKING HOURS WORKED</b></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><i>Please see attached numbered responses.</i></p>

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or other staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?

3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information)

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they complete it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

QUESTION

FORM LW-9  
RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- E. HOW PAYROLL IS PREPARED
- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. 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).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?


8 of 8

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- 9. TRAVEL TIME
  - 9.1 How is travel time during an employee's shift paid?
  - 9.2 At what rate is such travel time paid if the employee has multiple wage rates?
  - 9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
    - 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.
    - 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.
- 10. OVERTIME
  - 10.1 How does the Proposer calculate overtime wages?
  - 10.2 What if the employee has multiple wage rates?

Proposer Name Koushik Bhatia, CEO	Company Cypress Private Security, LP
Signature 	Date 12/31/18

Cypress – Form LW-9 Response

Tracking Hours Worked

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

Reporting Time

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

Records of Actual Time Worked

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

Other Records Used to Create Payroll

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

Breaks

5. HOURS WORKED	10 MINUTE PAID
REST BREAKS	30 MINUTE UNPAID/PAID MEAL BREAKS
> 0 < 3½	0 0
> 3½ < 5	1 0
> 5 < 6	1 1
> 6 < 10	2 1
> 10 < 14	3 2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions , insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

7. N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.



Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

### DAILY ACTIVITY REPORT

Client	Venture Private Bldg	Date	1/2/18
Location	10501 Ventura Blvd Studio City, CA		
<input checked="" type="checkbox"/> Day Shift	Hours	12:00-1:00	
<input type="checkbox"/> Swing Shift	Officer	[Redacted]	
<input type="checkbox"/> Grave Shift	Post	Venture Private Bldg	

Equipment Received at Start of Shift

1 Key 1 Powder 1 Phone

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift.

Signature: [Signature] Post Name: [Signature]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Deviation (refill/changes)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separately)
Hazard (hazardous)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

THE DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1

START OF SHIFT [Redacted]

1. [Redacted] to [Redacted] [Redacted]

2. [Redacted] [Redacted]

3. [Redacted] [Redacted]

4. [Redacted] [Redacted]

5. [Redacted] [Redacted]

6. [Redacted] [Redacted]

7. [Redacted] [Redacted]

8. [Redacted] [Redacted]

9. [Redacted] [Redacted]

10. [Redacted] [Redacted]

11. [Redacted] [Redacted]

12. [Redacted] [Redacted]

13. [Redacted] [Redacted]

14. [Redacted] [Redacted]

15. [Redacted] [Redacted]

16. [Redacted] [Redacted]

17. [Redacted] [Redacted]

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26. [Redacted] [Redacted]

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97. [Redacted] [Redacted]

98. [Redacted] [Redacted]

99. [Redacted] [Redacted]

100. [Redacted] [Redacted]



CYPRESS SECURITY  
FIELD TIME SHEET

Employee ID: [REDACTED] Week Start Date: 12/23/18 Week End Date: 12/29/18  
 Location: Venturina Parkside Employee # 100029  
 Enter the week ending: 12/29/18  
 SECURITY OFFICER  SUPERVISOR

Job Title	Date mm/dd/yyyy	Start Time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Offered from Schedule
Venturina Parkside	Monday 12/24/18		SICK							
Venturina Parkside	Tuesday 12/25/18		OFF							
Venturina Parkside	Wednesday 12/26/18	0600	10:00	10:30	1400	8			8	
Venturina Parkside	Thursday 12/27/18	0600	10:00	10:30	1400	8			8	
Venturina Parkside	Friday 12/28/18	0600	10:00	10:30	1400	8			8	
	Saturday									
									Weekly Total	

Signature: [Signature] Date: [Date]  
 Signature Date: [Date]  
 Signature Date: [Date]  
 ESSENTIAL  NON-ESSENTIAL  
 Employee: [REDACTED] Employee ID: 100029

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no print or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.



Cypress Private Security, LP

Employee #'s Listed: Range Entered



**Scheduling Report by Employee**

Dates: 12/23/18 To 12/29/18

01/04/19

3:15:22 PM

Page 1 of 1

Employee # Date	Employee Name Job # Job Name	Post Description	Roll-over Type	Shift Code	Carry Over	In	Out	Lunch Hours
12/26/18	4214	Ventura P&A - DPW FF # Unarmed Officer		Day 1	06:00 14:00	06:00	14:00	0.00 8.00
12/27/18				Day 1	06:00 14:00	06:00	14:00	0.00 8.00
12/28/18				Day 1	06:00 14:00	06:00	14:00	0.00 8.00
<b>Employee Totals</b>								24.00
<b>Grand Totals</b>								24.00

Cypress Private Security, LP

Day Range: 12/23/18 to 12/28/18

Maximum Security Level 5

Emp # Employee Name

Date	Daily Total	Hours	In	Out	Lunch	Pay Rate	Hours Type	Job #	Dollars	Job Description	Out Hours	Out Dollars	DT Dollars
12/24/18	8.00	8.00	06:00	14:00	0.00	11.00	Direct/Sick	4214	88.00	Ventura PAR - DPW FF #7821	0.00	0.00	88.00
12/26/18	8.00	8.00	06:00	14:00	0.00	11.00	Direct/Regular	4214	88.00	Ventura PAR - DPW FF #7821	0.00	0.00	88.00
12/27/18	8.00	8.00	06:00	14:00	0.00	11.00	Direct/Regular	4214	88.00	Ventura PAR - DPW FF #7821	0.00	0.00	88.00
12/28/18	8.00	8.00	06:00	14:00	0.00	11.00	Direct/Regular	4214	88.00	Ventura PAR - DPW FF #7821	0.00	0.00	88.00

**Timekeeping Report**  
Hours by Employee

01/09/19 3:13:34 PM Page 1





Cypress Private Security, LP  
471 Faber Drive

San Francisco CA 94103

(415) 333-1000

Check Date: 01/04/19  
Check #: [REDACTED]

Pay Period: 12/22/18 THRU 12/28/18

EMPLOYEE INFORMATION		EMPLOYEE ID		EMPL TYPE / FULL TIME		EMPLOYER ID		EMPLOYEE ID																						
EMPLOYEE INFORMATION		EMPLOYEE ID		EMPL TYPE / FULL TIME		EMPLOYER ID		EMPLOYEE ID																						
<b>HOURS AND EARNINGS</b> * May be rounded																														
Description	Pay Type	Hourly	CURRENT			YTD		NON-TAX COMPENSATIONS		TAXES																				
			Rate	Hours	Earnings	Hours	Earnings	Description	This Period	YTD	Description	This Period	YTD																	
Regular			11.00	34.00	374.00	34.00	374.00			Federal WHT	20.00	20.00																		
Min			11.00	0.00	0.00	0.00	0.00			FICA	21.48	21.48																		
										Medicare	6.43	6.43																		
										CA WCH	3.18	3.18																		
										CA State Disability	4.03	4.03																		
										Total	55.12	55.12																		
<b>NON-TAX DEDUCTIONS</b>																														
<b>TAXABLE COMPENSATIONS</b>																														
<b>OTHER INFORMATION</b>																														
<b>TAXABLE DEDUCTIONS</b>																														
<b>IMPORTANT MESSAGE</b>																														
<table border="1"> <thead> <tr> <th></th> <th>Gross Earnings</th> <th>FICA Taxable</th> <th>Federal Taxable</th> <th>State</th> <th>Other Deductions</th> <th>Net Pay</th> </tr> </thead> <tbody> <tr> <td>Current</td> <td>41.00</td> <td>442.00</td> <td>442.00</td> <td>71.00</td> <td>51.00</td> <td>378.00</td> </tr> <tr> <td>YTD</td> <td>41.00</td> <td>442.00</td> <td>442.00</td> <td>71.00</td> <td>51.00</td> <td>378.00</td> </tr> </tbody> </table>											Gross Earnings	FICA Taxable	Federal Taxable	State	Other Deductions	Net Pay	Current	41.00	442.00	442.00	71.00	51.00	378.00	YTD	41.00	442.00	442.00	71.00	51.00	378.00
	Gross Earnings	FICA Taxable	Federal Taxable	State	Other Deductions	Net Pay																								
Current	41.00	442.00	442.00	71.00	51.00	378.00																								
YTD	41.00	442.00	442.00	71.00	51.00	378.00																								

Payroll Check  
Exp. No.: [REDACTED]

01/04/19

NON NEGOTIABLE

# 13. FORMS LIST

## TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
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	[INTENTIONALLY LEFT BLANK]
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	RFP SOLICITATION REQUIREMENTS REVIEW TRANSMITTAL FORM (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE
PW-17	COMPLIANCE WITH COUNTY'S ZERO-TOLERANCE HUMAN TRAFFICKING POLICY
PW-18	COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
PW-19	PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS

## LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (Submit only if requesting an exemption, submit at least seven days before due date for Proposals.)



- LW-3 LIVING WAGE RATE ANNUAL ADJUSTMENTS
- LW-4 ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR  
LIVING WAGE ORDINANCE AND CONTRACTOR  
NONRESPONSIBILITY DEBARMENT
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR  
LAW/PAYROLL VIOLATIONS
- LW-7 [INTENTIONALLY LEFT BLANK]
- LW-8 STAFFING PLAN AND COST METHODOLOGY
- 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. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: December 27, 2018 | 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: Security Services for Various Public Works Field Locations (2018-PA026)

**DECLARANT INFORMATION**

3. Name of Declarant: Kes Narbutas

4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s)

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Chief Executive Officer

**PROPOSER INFORMATION**

6. Proposer's full legal name: Cypress Private Security, LP Telephone No.: 415-946-4102  
 Physical Address (NO P.O. BOX): 9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90570 Mobile No.: 415-760-8116  
 e-mail: ccunningham@cypress-security.com Fax No.: 415-352-1910  
 County Web/Ven No.: 14881501 IRS No.: \_\_\_\_\_ Business License No.: 0002906045-0001-8

7. Proposer's fictitious business name(s) or dba(s) (if any): Cypress Private Security  
 County(s) of Registration: San Francisco State: CA Year(s) became DBA: 1996

8. The Proposer's form of business entity is a **(CHECK ONLY ONE):**

Sole proprietor Name of Proprietor: \_\_\_\_\_

Corporation: Corporation's principal place of business: \_\_\_\_\_  
 State of Incorporation: \_\_\_\_\_ Year incorporated: \_\_\_\_\_

Non-profit Corporation certified under IRS 501(c)3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: \_\_\_\_\_ Secretary: \_\_\_\_\_

General Partnership: Names of partners: \_\_\_\_\_

A Limited Partnership Name of general partner: CypSec, LLC

A Joint Venture of: Names of joint venturers: \_\_\_\_\_

A Limited Liability Company Name of managing member: \_\_\_\_\_

9. The only persons or firms interested in this proposal as principals are the following:

Name: <u>Kes Narbutas</u>	Title: <u>Chief Executive Officer</u>	Phone: <u>415-240-4500</u>	Fax: <u>415-352-1910</u>
Street: <u>478 Tehama Street</u>	City: <u>San Francisco</u>	State: <u>CA</u>	Zip: <u>94103</u>
Name: <u>Jonas Tegnerud</u>	Title: <u>Chief Operating Officer</u>	Phone: <u>415-240-4502</u>	Fax: <u>415-352-1910</u>
Street: <u>478 Tehama Street</u>	City: <u>San Francisco</u>	State: <u>CA</u>	Zip: <u>94103</u>

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  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?  No  Yes If yes, please list the other name(s):  
 Name(s): Cypress Security, LLC Year of name change: 2018  
 Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger?  No  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 make these representations and all representation in this proposal based on information that they are true and correct to the best of my knowledge.

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: [Signature] Date: 12/28/18

Type name and title: Kes Narbutas, Chief Executive Officer  
 Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM PW-2

**SCHEDULE OF PRICES  
FOR**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**PLEASE NOTE:** The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://dpw.lacounty.gov/brcd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

**IMPORTANT:** Every Service Location Group will be evaluated and awarded independently. Your proposal must clearly specify which Service Location Group(s) your firm is submitting proposals for.

- The County intends to award six separate service Contracts to six separate service location Groups; however, proposers are not required to submit bids for all of the service location Groups solicited through this RFP. Proposers need only submit bid proposals for the specific service location Group(s) for which they intend to offer work. Each service location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective service location Group. Proposers must indicate which service location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G for the service location group(s) as follows:

PROPOSER BID(S)	SERVICE LOCATIONS GROUP	SCHEDULE OF PRICES
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP A-1:</b> Stormwater Maintenance Group – North Area	PW-2.1A (North) to PW-2.4A (North)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP A-2:</b> Stormwater Maintenance Group – South Area	PW-2.1A (South) to PW-2.4A (South)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP B:</b> Transportation Services Group	PW-2.1B to PW-2.4B
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP C:</b> Programs Development Group	PW-2.1C to PW-2.4C
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP D:</b> Operational Services Group	PW-2.1D to PW-2.4D
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>GROUP E:</b> Public Health Facilities Group	PW-2.1E to PW-2.4E

LEGAL NAME OF PROPOSER  
Cypress Private Security, LP  
 TITLE OF PROPOSER  
 Private Patrol Officer  
 STATE CONTRACTOR'S LICENSE NUMBER  
 #120221  
 EMAIL  
 knarbulas@cypress-security.com

TITLE OF AUTHORIZED PERSON  
Chief Executive Officer  
 DATE  
 12/28/18  
 BUSINESS PHONE  
 415-240-4500  
 MOBILE PHONE  
 415-722-2600  
 PROPOSER'S ADDRESS  
 9926 Pioneer Blvd. Suite 106  
 Santa Fe Springs, CA 90670

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

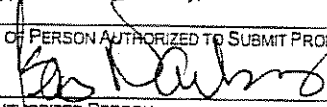
**GROUP C: Transportation Planning Group – As shown on Exhibit G, Figure C**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1C, for *Term 1 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Unarmed)	<u>\$ 26.68</u> /hr.	<u>17,210</u>	\$459,162.80
2.	Security Officer (Armed)	<u>\$ 28.67</u> /hr.	<u>1,000</u>	\$28,670.00
3.	Sergeant (Armed)	<u>\$ 29.63</u> /hr.	<u>500</u>	\$14,815.00
4.	Lieutenant (Armed)	<u>\$ 31.24</u> /hr.	<u>500</u>	\$15,620.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$518,267.80</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPD
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

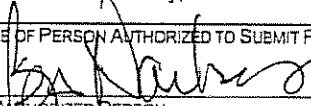
**GROUP C: Transportation Planning Group – As shown on Exhibit G, Figure C**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.2C, for *Term 2 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Unarmed)	<u>\$ 27.75 /hr.</u>	<u>17,210</u>	\$477,577.50
2.	Security Officer (Armed)	<u>\$ 29.82 /hr.</u>	<u>1,000</u>	\$29,820.00
3.	Sergeant (Armed)	<u>\$ 30.81 /hr.</u>	<u>500</u>	\$15,405.00
4.	Lieutenant (Armed)	<u>\$ 32.49 /hr.</u>	<u>500</u>	\$16,245.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$539,047.50</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**


**GROUP C: Transportation Planning Group – As shown on Exhibit G, Figure C**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-B.3C, for *Term 3 of 4*.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Unarmed)	<u>\$ 28.86 /hr.</u>	<u>17,210</u>	\$496,680.60
2.	Security Officer (Armed)	<u>\$ 31.01 /hr.</u>	<u>1,000</u>	\$31,010.00
3.	Sergeant (Armed)	<u>\$ 32.04 /hr.</u>	<u>500</u>	\$16,020.00
4.	Lieutenant (Armed)	<u>\$ 33.79 /hr.</u>	<u>500</u>	\$16,895.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$560,605.60</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**


**GROUP C: Transportation Planning Group – As shown on Exhibit G, Figure C**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4C, for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Unarmed)	<u>\$ 30.01 /hr.</u>	<u>17,210</u>	\$516,472.10
2.	Security Officer (Armed)	<u>\$ 32.25 /hr.</u>	<u>1,000</u>	\$32,250.00
3.	Sergeant (Armed)	<u>\$ 33.32 /hr.</u>	<u>500</u>	\$16,660.00
4.	Lieutenant (Armed)	<u>\$ 35.14 /hr.</u>	<u>500</u>	\$17,570.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$582,952.10</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

FORM PW-3

**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 exempted from the Program.

Company Name: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277		
(Type of Goods or Services): Security Guard Services		

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

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

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

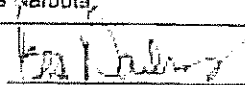
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name: Kes Narbuta	TITLE: Chief Executive Officer
Signature: 	Date: 12/31/18



FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR County of Los Angeles Department of Public Works - Security Services (2018-PA026)  
 SERVICE BY PROPOSER Cypress Private Security, LP  
 PROPOSAL DATE: 01/09/2019


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 submitted. 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 data 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

	2013	2014	2015	2016	2017	Current Year to Date	Total
1. Number of contracts	72	67	72	75	78	83	447
2. Total dollar amount of Contracts (in thousands of dollars)	26,334	24,487	27,834	42,517	41,000	(Nov) 40,490	203,613
3. Number of fatalities	0	0	0	0	1	1	2
4. Number of lost workday cases	21	41	11	14	13	23	123
5. Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	3	0	0	1	4
6. Number of lost workdays	31	26	407	Over 25	Over 12	Over 24	527 +

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.

Res Narbutas, CEO  
 Name of Proposer or Authorized Agent (print)

Signature   
 Cypress Private Security, LP, PO Box 1100, Los Angeles, CA 90001

12/31/18  
 Date



**In Reference to:** RFP 2018-PA026  
Security Services for Various Public Works Field Locations

Dear Mr. Medina,

Cypress Private Security, LP (CPS) is providing the Los Angeles County Department of Public Works with this letter including two statements describing the fatalities.

**Statement 1:**

On June 23, 2018, at approximately 0200 hours, Quality Control Manager (QCM) [REDACTED] was conducting an after-hours patrol check, when he was feeling sick and went inside one of the restrooms. [REDACTED] collapsed and was found deceased inside the restroom. The cause of death was report by police to be of natural causes.

Eugene Abellon  
Branch Manager, San Jose Branch

---

**Statement 2:**

On November 12, 2017, Security Officer [REDACTED] was assaulted while challenging a trespassing suspect and protecting a client employee. Officer [REDACTED] later succumbed to his injuries. The perpetrator was arrested and charged with murder.

Jason Berckart  
Area Vice President - Southwest Region  
Cypress Private Security

Sincerely,

Carl Cunningham  
Business Development Manager

Cypress Private Security  
478 Tehama Street  
San Francisco, CA 94103  
Direct: (415) 946-4102

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Kes Narbutas

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) Chief Executive Officer

of Cypress Private Security, LP

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:

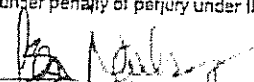
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of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



Cypress Private Security, LP By: Cypress LLC By: Kes Narbutas, CEO

Date 12/31/18

FORM PW-6

**PROPOSER'S REFERENCE LIST**

PROPOSER NAME: Cypress Private Security, LP

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works Security 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: Armed and Unarmed Security Services	SERVICE DATES: 6/2009-present
DEPT/DISTRICT: LA County DPW Headquarters	
CONTACT: Vicky Valles	
TELEPHONE: 626-458-7393	
FAX:	
E-MAIL: vvalles@dpw.lacounty.gov	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 4/2009-present
DEPT/DISTRICT: LA County DPW Field Facilities	
CONTACT: Edwin Manoukian	
TELEPHONE: 626-458-4057 (626) 458-4194	
FAX:	
E-MAIL: emanoukian@dpw.lacounty.gov	

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 07/2004 - Present
AGENCY/FIRM: East Bay Municipal Utility District	
ADDRESS: 375 Eleventh Street, Oakland, CA 94607-4240	
CONTACT: Steven Frew, Manager of Security and Emergency Preparedness	
TELEPHONE: (510) 287-0881	
FAX:	
E-MAIL: sfrew@ebmud.com	

SERVICE: Unarmed Security	SERVICE DATES: 04/2012 - Present
AGENCY/FIRM: Glendale Water and Power	
ADDRESS: 800 Air Way Glendale, CA 91201	
CONTACT: Martin Powers, Project Manager-Security	
TELEPHONE: 818-937-8987	
FAX:	
E-MAIL: mpowers@glendalewa.gov	

SERVICE: Unarmed Security	SERVICE DATES: 11/2017-present
AGENCY/FIRM: Arts District of Los Angeles	
ADDRESS: 627 S Central Ave, Los Angeles, CA 90021	
CONTACT: Miguel Vargas	
TELEPHONE: 213-236-0907 (213) 327-0979	
FAX:	
E-MAIL: miguel@artsdistrictla.org	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 06/01/2008 - Present
AGENCY/FIRM: San Francisco Municipal Transportation Agency	
ADDRESS: One South Van Ness Ave., 8th Floor, Room 8163	
CONTACT: Chris Grabarkiewicz, Director - Security, Investigations & Enforcement	
TELEPHONE: Office: 415-701-5440	
FAX:	
E-MAIL: Christopher.Grabarkiewicz@sfmta.com	

FORM PW-6

**PROPOSER'S REFERENCE LIST**

PROPOSER NAME: Cypress Private Security, LP

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works Security Services

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

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

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 4/2015 - Present
AGENCY/FIRM: Port of Oakland	
ADDRESS: 651 Maritime St, Oakland, CA 94607	
CONTACT: Troy Hosmer, Port Facilities Security Officer	
TELEPHONE: (510) 627-1303	
FAX:	
E-MAIL: thosmer@portoakland.com	

SERVICE: Armed and Unarmed Security	SERVICE DATES: 9/2013 - 11/2018
AGENCY/FIRM: The Housing Authority of the City of Los Angeles (HACLA)	
ADDRESS: 2020 Western Blvd, 4th floor, Los Angeles, CA 90057	
CONTACT: Patricia McLoughlin, Title Contract Manager	
TELEPHONE: Office: 213-222-2713   Cell: 213-229-5371	
FAX:	
E-MAIL: Patricia.McLoughlin@haccla.org	

SERVICE: Unarmed Security	SERVICE DATES: 10/29/2012 - Present
AGENCY/FIRM: Alameda-Contra Costa Transit District (AC Transit)	
ADDRESS: 1400 Franklin Street, Oakland, CA 94612	
CONTACT: Mary D. Jackson - Protective Services Manager, AC Transit	
TELEPHONE: Work: 510-891-4767	
FAX:	
E-MAIL: mjackson@actransit.org	

SERVICE: Unarmed Security	SERVICE DATES: 01/2012 - Present
AGENCY/FIRM: Redondo Beach Transit Center	
ADDRESS: 415 Diamond Street, Redondo Beach, CA 90271	
CONTACT: Joyce Rooney, Transit Operations and Transportation Facilities Manager	
TELEPHONE: Tel: 310-316-0510 ext. 2670	
FAX: Fax: 310-337-8621	
E-MAIL: Joyce.Rooney@rcotransit.org	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION


Proposer's Name	Cypress Private Security, LP
Address	9926 Pioneer Blvd, Suite 106   Santa Fe Springs, CA 90670
Internal Revenue Service Employer Identification Number	

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 antidiscrimination 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 Cypress Private Security, LP

Authorized representative J. Narbutas, CEO

Signature   
Cypress Private Security, LP by Cypress, LLC by J. Narbutas, CEO

Date 12/31/18

FORM PW-8

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FORM PW-9

**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: Cypress Private Security, LP County Webven No. \_\_\_\_\_  
 Print Name: Kes Nurbuis Title: Chief Executive Officer  
 Signature: [Handwritten Signature] Date: 12/31/18  
LLC By Kes Nurbuis, CEO

\_\_\_\_\_  
 Reviewer's Signature      Approved      Disapproved      Date



FORM PW-9  
(Continued)

All proposers responding to this RFP must complete and submit this form for proper consideration of their proposal.

FIRM NAME: Cypress Private Security, LP

My County (WebVen) Vendor Number: 14881501

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): 1,700

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			24	8	318	341
Hispanic/Latino			14	8	207	176
Asian or Pacific Islander			8	4	63	31
American Indian			2	0	7	3
Filipino			8	2	58	37
White	2		6	8	153	178

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


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

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.

By:  Cypress Private Security, LP  
 Title: Chief Executive Officer Date: 12/31/18

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

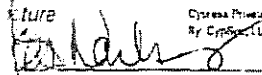
As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. 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@dacs.lacounty.gov](mailto:GAINGROW@dacs.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

Proposer shall complete all 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	Cypress Private Security LP By: Cypress LLC By: Westborough ELD	Title
		Chief Executive Officer
Firm Name	Date	
Cypress Private Security, LP	12/31/18	

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Cypress Private Security, LP  
Company Name

9926 Pioneer Blvd, Suite 106 | Santa Fe Springs, CA 90670  
Address

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

Proposer or Contractor has examined its activities and determined that it does not currently 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 comply with them in a timely manner and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

YES  NO


-OR-

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

YES  NO

Name: Kes Narbutas

Title: CEO

Signature: 

Date: 12/31/18

Cypress Private Security LP By: CypSec LLC By: Kes Narbutas, CEO

FORM PW-13

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Cypress Private Security, LP

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: Security Guard	TERMINATING DATE: 10/2018	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM City of Lynwood		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM 11330 Bullis Road Lynwood, CA 90262		ADDRESS OF FIRM	
CONTACT PERSON: Mark Flores		CONTACT PERSON:	
TELEPHONE: 310-603-0220 x319		TELEPHONE:	
FAX:		FAX:	
E-MAIL: mflores@lynwood.ca.us		E-MAIL:	

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

SIGNATURE   
City of Cypress Security LP By: Cypress, CA Ken Maracas, CEO

DATE: 12/31/18

FORM PW-14

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security, LP

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.

Please see attached pages

A.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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B.  Pending Litigation     Threatened Litigation     Judgment (check one)

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

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Signature of Proposer: [Signature] Date: 12/31/18

Cypress Private Security LP by Cypress LLC a North Carolina LLC

FORM PW-15

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Koa Nakagawa, CEO

FORM PW-16

PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE

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.

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.

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

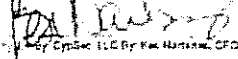
-OR-

- 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: Kes N. Nittas

Title: Chief Executive Officer

Signature: 

Date: 12/31/18

Cypress Private Security, LLC by Kes Nittas, CEO

FORM PW-17

COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

Company Name: Cypress Private Security, LP

Company Address: 9926 Pioneer Blvd, Suite 106

City: Santa Fe Springs State: CA Zip Code: 90670

Telephone Number: 1-866-345-1277 Email Address: info@cypress-security.com

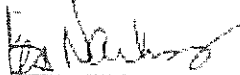
Solicitation/Contract for (2018-PA026) Security Services

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 the 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:	<u>Ken Narbutas</u>	Title:	<u>Chief Executive Officer</u>
Signature:		Date:	<u>12/31/18</u>
<small>Cypress Private Security, LP By: CypSec, LLC By: Ken Narbutas, CEO</small>			



FORM PW-1B

COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION


Company Name: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd. Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277	Email Address: info@cypress-security.com	
Solicitation/Contract for (2018-PA026) Security		Services

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: Kes Narbutas	Title: Chief Executive Officer
Signature: 	Date: 12/31/18
<small>Cypress Private Security LP by Cypress, LLC D. Narbutas, CEO</small>	

FORM PW-19

**PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

*Important Note: Information on this form is subject to verification and may not be used for scoring purposes.*

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements. Including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

1. Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. Please complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	02/20/2018 to 02/29/2020	120221	23

No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

2. Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. Please complete the chart below:

Proposer's Name	Dates of Experience (Month/Yr. to Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	05/1996 to present	Security guard and workforce management services	24, 26-27

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

FORM PW-19  
(Continued)

3. Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising security operations.
- Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Dates of Experience (Month/Yr. to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Felix Guerrero	10/2000 to present	Security Manager	12

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
4. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guaranty. Subcontractors will not be allowed to fulfill this requirement.
- Yes. Proposer submits the required Bid Guaranty as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guaranty is included: Included as an attachment
- No. Proposer does not submit the required Bid Guaranty as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.
- Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.
- No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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

Signature: [Handwritten Signature] Title: Chief Executive Officer

Firm Name: Cypress Private Security, LP Date: 12/31/18

FORM LW-3

**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:

<u>Effective Date</u>	<u>Hourly Rate</u>
<u>January 1, 2018</u>	<u>\$15.00</u>
<u>January 1, 2019</u>	<u>\$15.79</u>
<u>January 1, 2020</u>	Per CPI

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, 2018, and will end September 30, 2019, 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

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 2.202.050), 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 Authorized Signature 	Print Name and Title Kes Narbutas, CEO
Print Name of Firm Cypress Private Security, LP	Date 12/31/18

Cypress Private Security, LP By: Cypress, LLC By: Kes Narbutas, CEO

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<b>COUNTY DETERMINATION</b> Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____		<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose	
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider Investigating a finding of proposer non-responsibility**	16 - 20% Consider Investigating a finding of proposer non-responsibility**	
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider Investigating a finding of proposer non-responsibility**	
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%	
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%	
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A	

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.

GUIDELINES FOR ASSESSMENT OF PROPOSER\_ 7/25/01

FORM LW-7

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**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810		
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$16.11	\$ 27,225.90
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$16.11	\$ 25,131.60
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$16.11	\$ 25,131.60
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900		
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$16.11	\$ 29,320.20
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380		
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$16.11	\$ 20,943.00
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120		
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.11	\$ 33,508.80
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$16.11	\$ 16,754.40
<b>ADDITIONAL ON-CALL</b>											
• Armed Security Officer				ON-CALL				Varies	1000	\$17.13	\$ 17,130.00
• Unarmed Security Officer				ON-CALL				Varies	2000	\$16.11	\$ 32,220.00
• Armed Security Sergeant (Supervisor)				ON-CALL				Varies	500	\$17.79	\$ 8,895.00
• Armed Security Lieutenant (Manager)				ON-CALL				Varies	500	\$18.91	\$ 9,455.00
Comments/Notes:	<b>Total Salaries</b>									\$	<b>312,733.10</b>
	(1) Vacations, Sick Leave, Holiday									\$	26,461.66
	(2) Health Insurance									\$	17,766.47
	(3) Payroll Taxes & Workers' Compensation									\$	50,219.10
	(4) Welfare and Pension									\$	2,595.95
	<b>Total Employee Benefits (1+2+3+4)</b>									\$	<b>97,043.18</b>
	(5) Equipment Costs									\$	12,310.67
	(6) Service and Supply Costs									\$	62,343.76
	(7) General and Administrative Costs									\$	18,404.18
	(8) Profit									\$	15,432.91
<b>Total Other Costs (5+6+7+8)</b>									\$	<b>108,491.52</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>518,267.80</b>

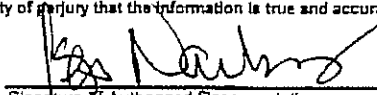
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
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Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. 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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative



**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	<b>92.5</b>	<b>4810</b>			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$16.75	\$ 28,307.50	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$16.75	\$ 26,130.00	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$16.75	\$ 26,130.00	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	<b>75</b>	<b>3900</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$16.75	\$ 30,485.00	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	<b>65</b>	<b>3380</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$16.75	\$ 21,775.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	<b>60</b>	<b>3120</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$16.75	\$ 34,840.00	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$16.75	\$ 17,420.00	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$17.81	\$	17,810.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$16.75	\$	33,500.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$19.67	\$	9,835.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	<b>\$ 325,162.50</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 27,520.13	
										(2) Health Insurance	\$ 18,477.13	
										(3) Payroll Taxes & Workers' Compensation	\$ 52,227.87	
										(4) Welfare and Pension	\$ 2,699.78	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 100,924.91</b>	
										(5) Equipment Costs	\$ 12,803.10	
										(6) Service and Supply Costs	\$ 64,837.52	
										(7) General and Administrative Costs	\$ 19,140.35	
										(8) Profit	\$ 16,179.12	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 112,960.09</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 539,047.50</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
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Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	<b>92.5</b>	<b>4810</b>			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$17.42	\$ 29,439.60	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$17.42	\$ 27,175.20	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$17.42	\$ 27,175.20	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	<b>75</b>	<b>3900</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$17.42	\$ 31,704.40	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	<b>65</b>	<b>3380</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$17.42	\$ 22,646.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	<b>60</b>	<b>3120</b>			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$17.42	\$ 36,233.60	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$17.42	\$ 18,116.80	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$18.52	\$	18,520.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$17.42	\$	34,840.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$19.24	\$	9,620.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$20.45	\$	10,225.00
Comments/Notes:										<b>Total Salaries</b>	<b>\$ 338,163.20</b>	
										(1) Vacations, Sick Leave, Holiday	\$ 28,620.93	
										(2) Health Insurance	\$ 19,216.22	
										(3) Payroll Taxes & Workers' Compensation	\$ 54,316.98	
										(4) Welfare and Pension	\$ 2,807.78	
										<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$ 104,961.91</b>	
										(5) Equipment Costs	\$ 13,315.23	
										(6) Service and Supply Costs	\$ 67,431.02	
										(7) General and Administrative Costs	\$ 19,905.96	
										(8) Profit	\$ 16,828.28	
										<b>Total Other Costs (5+6+7+8)</b>	<b>\$ 117,480.49</b>	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	<b>\$ 560,605.60</b>	

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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.

Cypress Private Security, LP

Kes Narbutas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP C – Transportation Planning Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>ACTON PARK-N-RIDE LOT</b>	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
• Unarmed Security Officer (1)		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$18.12	\$ 30,622.80	
• Unarmed Security Officer (2)		6	6	6	6	6		30	1560	\$18.12	\$ 28,267.20	
• Unarmed Security Officer (3)		6	6	6	6	6		30	1560	\$18.12	\$ 28,267.20	
<b>FAIRPLEX-POMONA PARK-N-RIDE LOT</b>	0	15	15	15	15	15	0	75	3900			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		7	7	7	7	7		35	1820	\$18.12	\$ 32,978.40	
<b>VIA VERDE PARK-N-RIDE LOT</b>	0	13	13	13	13	13	0	65	3380			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		5	5	5	5	5		25	1300	\$18.12	\$ 23,556.00	
<b>VENTURA PARK-N-RIDE LOT</b>	0	12	12	12	12	12	0	60	3120			
• Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$18.12	\$ 37,689.60	
• Unarmed Security Officer (2)		4	4	4	4	4		20	1040	\$18.12	\$ 18,844.80	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer		ON-CALL						Varies	1000	\$19.26	\$	19,260.00
• Unarmed Security Officer		ON-CALL						Varies	2000	\$18.12	\$	36,240.00
• Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)		ON-CALL						Varies	500	\$21.27	\$	10,635.00
Comments/Notes:									<b>Total Salaries</b>	\$		<b>351,745.20</b>
									(1) Vacations, Sick Leave, Holiday	\$		29,765.77
									(2) Health Insurance	\$		19,984.87
									(3) Payroll Taxes & Workers' Compensation	\$		56,489.66
									(4) Welfare and Pension	\$		2,920.09
									<b>Total Employee Benefits (1+2+3+4)</b>	\$		<b>109,160.39</b>
									(5) Equipment Costs	\$		13,847.83
									(6) Service and Supply Costs	\$		70,128.26
									(7) General and Administrative Costs	\$		20,702.20
								(8) Profit	\$		17,368.22	
								<b>Total Other Costs (5+6+7+8)</b>	\$		<b>122,046.51</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>582,952.10</b>	

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Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

*[Signature]*  
 Signature of Authorized Representative

FORM LW-9

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**INSTRUCTIONS**

The contractor selected through this RFP 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.**

- 1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(These blank out any personal information).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (FANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

3 of 6

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- 6. **HOW PAYROLL IS PREPARED**
- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. 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).

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?



FORM LW-8

QUESTION


RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

Proposer:	Ken Harburtin, CEO	Company:	Cypress Private Security, LP
Signature:		Date:	12/31/18

Cypress – Form LW-9 Response

Tracking Hours Worked

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

Reporting Time

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

Records of Actual Time Worked

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

Other Records Used to Create Payroll

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

Breaks

S. HOURS WORKED	10 MINUTE PAID
REST BREAKS	30 MINUTE UNPAID/PAID MEAL BREAKS
> 0 < 3%	0 0
> 3% < 5	1 0
> 5 < 6	1 1
> 6 < 10	2 1
> 10 < 14	3 2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

- 7.
- N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

- 9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

- 10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

DAILY ACTIVITY REPORT

Client: [Redacted] Date: 1/8/19  
 Location: [Redacted]

Shift: [Redacted] Hours: 11:00-1400  
 Office: [Redacted]  
 Post: VERTICAN PARKS & RECREATION

Equipment Received at Start of Shift:  
 1 Key Binder 1 Phone

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift  
 Signature: [Redacted] First Name: [Redacted]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Threatening
Complaints	Mishandling	Usage/Deplan (noncharge)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separately)
Hazard (identified)	Theft	Waste of power/resources etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1  
 START OF SHIFT: [Redacted] to reporting, control of area  
 0700 [Redacted] cars left  
 mostly lying area  
 in 3rd Unit

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



TIME	DAILY ACTIVITY REPORT (DAR)	PAGE 2
0800	<p>0800 - 0810</p> <p>0810 - 0820</p> <p>0820 - 0830</p> <p>0830 - 0840</p> <p>0840 - 0850</p> <p>0850 - 0900</p> <p>0900 - 0910</p> <p>0910 - 0920</p> <p>0920 - 0930</p> <p>0930 - 0940</p> <p>0940 - 0950</p> <p>0950 - 1000</p> <p>1000 - 1010</p> <p>1010 - 1020</p> <p>1020 - 1030</p> <p>1030 - 1040</p> <p>1040 - 1050</p> <p>1050 - 1100</p> <p>1100 - 1110</p> <p>1110 - 1120</p> <p>1120 - 1130</p> <p>1130 - 1140</p> <p>1140 - 1150</p> <p>1150 - 1200</p> <p>1200 - 1210</p> <p>1210 - 1220</p> <p>1220 - 1230</p> <p>1230 - 1240</p> <p>1240 - 1250</p> <p>1250 - 1300</p> <p>1300 - 1310</p> <p>1310 - 1320</p> <p>1320 - 1330</p> <p>1330 - 1340</p> <p>1340 - 1350</p> <p>1350 - 1400</p> <p>1400 - 1410</p> <p>1410 - 1420</p> <p>1420 - 1430</p> <p>1430 - 1440</p> <p>1440 - 1450</p> <p>1450 - 1500</p> <p>1500 - 1510</p> <p>1510 - 1520</p> <p>1520 - 1530</p> <p>1530 - 1540</p> <p>1540 - 1550</p> <p>1550 - 1600</p> <p>1600 - 1610</p> <p>1610 - 1620</p> <p>1620 - 1630</p> <p>1630 - 1640</p> <p>1640 - 1650</p> <p>1650 - 1700</p> <p>1700 - 1710</p> <p>1710 - 1720</p> <p>1720 - 1730</p> <p>1730 - 1740</p> <p>1740 - 1750</p> <p>1750 - 1800</p> <p>1800 - 1810</p> <p>1810 - 1820</p> <p>1820 - 1830</p> <p>1830 - 1840</p> <p>1840 - 1850</p> <p>1850 - 1900</p> <p>1900 - 1910</p> <p>1910 - 1920</p> <p>1920 - 1930</p> <p>1930 - 1940</p> <p>1940 - 1950</p> <p>1950 - 2000</p> <p>2000 - 2010</p> <p>2010 - 2020</p> <p>2020 - 2030</p> <p>2030 - 2040</p> <p>2040 - 2050</p> <p>2050 - 2100</p> <p>2100 - 2110</p> <p>2110 - 2120</p> <p>2120 - 2130</p> <p>2130 - 2140</p> <p>2140 - 2150</p> <p>2150 - 2200</p> <p>2200 - 2210</p> <p>2210 - 2220</p> <p>2220 - 2230</p> <p>2230 - 2240</p> <p>2240 - 2250</p> <p>2250 - 2300</p> <p>2300 - 2310</p> <p>2310 - 2320</p> <p>2320 - 2330</p> <p>2330 - 2340</p> <p>2340 - 2350</p> <p>2350 - 2400</p> <p>2400 - 2410</p> <p>2410 - 2420</p> <p>2420 - 2430</p> <p>2430 - 2440</p> <p>2440 - 2450</p> <p>2450 - 2500</p> <p>2500 - 2510</p> <p>2510 - 2520</p> <p>2520 - 2530</p> <p>2530 - 2540</p> <p>2540 - 2550</p> <p>2550 - 2600</p> <p>2600 - 2610</p> <p>2610 - 2620</p> <p>2620 - 2630</p> <p>2630 - 2640</p> <p>2640 - 2650</p> <p>2650 - 2700</p> <p>2700 - 2710</p> <p>2710 - 2720</p> <p>2720 - 2730</p> <p>2730 - 2740</p> <p>2740 - 2750</p> <p>2750 - 2800</p> <p>2800 - 2810</p> <p>2810 - 2820</p> <p>2820 - 2830</p> <p>2830 - 2840</p> <p>2840 - 2850</p> <p>2850 - 2900</p> <p>2900 - 2910</p> <p>2910 - 2920</p> <p>2920 - 2930</p> <p>2930 - 2940</p> <p>2940 - 2950</p> <p>2950 - 3000</p> <p>3000 - 3010</p> <p>3010 - 3020</p> <p>3020 - 3030</p> <p>3030 - 3040</p> <p>3040 - 3050</p> <p>3050 - 3100</p> <p>3100 - 3110</p> <p>3110 - 3120</p> <p>3120 - 3130</p> <p>3130 - 3140</p> <p>3140 - 3150</p> <p>3150 - 3200</p> <p>3200 - 3210</p> <p>3210 - 3220</p> <p>3220 - 3230</p> <p>3230 - 3240</p> <p>3240 - 3250</p> <p>3250 - 3300</p> <p>3300 - 3310</p> <p>3310 - 3320</p> <p>3320 - 3330</p> <p>3330 - 3340</p> <p>3340 - 3350</p> <p>3350 - 3400</p> <p>3400 - 3410</p> <p>3410 - 3420</p> <p>3420 - 3430</p> <p>3430 - 3440</p> <p>3440 - 3450</p> <p>3450 - 3500</p> <p>3500 - 3510</p> <p>3510 - 3520</p> <p>3520 - 3530</p> <p>3530 - 3540</p> <p>3540 - 3550</p> <p>3550 - 3600</p> <p>3600 - 3610</p> <p>3610 - 3620</p> <p>3620 - 3630</p> <p>3630 - 3640</p> <p>3640 - 3650</p> <p>3650 - 3700</p> <p>3700 - 3710</p> <p>3710 - 3720</p> <p>3720 - 3730</p> <p>3730 - 3740</p> <p>3740 - 3750</p> <p>3750 - 3800</p> <p>3800 - 3810</p> <p>3810 - 3820</p> <p>3820 - 3830</p> <p>3830 - 3840</p> <p>3840 - 3850</p> <p>3850 - 3900</p> <p>3900 - 3910</p> <p>3910 - 3920</p> <p>3920 - 3930</p> <p>3930 - 3940</p> <p>3940 - 3950</p> <p>3950 - 4000</p> <p>4000 - 4010</p> <p>4010 - 4020</p> <p>4020 - 4030</p> <p>4030 - 4040</p> <p>4040 - 4050</p> <p>4050 - 4100</p> <p>4100 - 4110</p> <p>4110 - 4120</p> <p>4120 - 4130</p> <p>4130 - 4140</p> <p>4140 - 4150</p> <p>4150 - 4200</p> <p>4200 - 4210</p> <p>4210 - 4220</p> <p>4220 - 4230</p> <p>4230 - 4240</p> <p>4240 - 4250</p> <p>4250 - 4300</p> <p>4300 - 4310</p> <p>4310 - 4320</p> <p>4320 - 4330</p> <p>4330 - 4340</p> <p>4340 - 4350</p> <p>4350 - 4400</p> <p>4400 - 4410</p> <p>4410 - 4420</p> <p>4420 - 4430</p> <p>4430 - 4440</p> <p>4440 - 4450</p> <p>4450 - 4500</p> <p>4500 - 4510</p> <p>4510 - 4520</p> <p>4520 - 4530</p> <p>4530 - 4540</p> <p>4540 - 4550</p> <p>4550 - 4600</p> <p>4600 - 4610</p> <p>4610 - 4620</p> <p>4620 - 4630</p> <p>4630 - 4640</p> <p>4640 - 4650</p> <p>4650 - 4700</p> <p>4700 - 4710</p> <p>4710 - 4720</p> <p>4720 - 4730</p> <p>4730 - 4740</p> <p>4740 - 4750</p> <p>4750 - 4800</p> <p>4800 - 4810</p> <p>4810 - 4820</p> <p>4820 - 4830</p> <p>4830 - 4840</p> <p>4840 - 4850</p> <p>4850 - 4900</p> <p>4900 - 4910</p> <p>4910 - 4920</p> <p>4920 - 4930</p> <p>4930 - 4940</p> <p>4940 - 4950</p> <p>4950 - 5000</p> <p>5000 - 5010</p> <p>5010 - 5020</p> <p>5020 - 5030</p> <p>5030 - 5040</p> <p>5040 - 5050</p>	

CYPRESS SECURITY

FIELD TIME SHEET

Employee: [Redacted]      Work Order: Ventura Revealed      Enter the week ending: 12/29/18       SECURITY OFFICER       SUPERVISOR

Where Start Date: 12/23/18      Employee #: 0029

Job Title	Date recorded	Start time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Differs from Schedule
Ventura	Monday 12/24/18		SICK							
Ventura	Tuesday 12/25/18		OFF							
Ventura	Wednesday 12/26/18	0600	1000	10:00	1400	8			8	
Ventura	Thursday 12/27/18	0600	10:00	10:30	1400	8			8	
Ventura	Friday 12/28/18	0600	10:00	10:30	1400	8			8	
	Saturday									
Weekly Total										

*I declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.*

Employee: [Redacted]      Signature Date: 12/26/18

Signature Date: \_\_\_\_\_      Signature Date: \_\_\_\_\_

Office Use Only:  EXHIBIT       NON-EXHIBIT

Cypress Private Security, LP

Group By: Post Descr & Emp/Number  
First Sort: Employee Name  
Second Sort: Date

Scheduling Activity Report  
Date Range: 12/23/18 - 12/28/18  
01/09/19 3:15:28 PM Page 1 of 2



Job #	Job Name	Rollover Type	Wkly Contract	Wkly Contract	Wkly Contract	OT	Pay	OT	Rate	Hours	Rate	Invoiced	Description	Additional	Hour Bill	Markup %
4214	Ventura P&R - DPW FF #78235		Unarmed Officer													
	Genery McCalister															
	Mo 12/24/18	06:00	14:00	06:00	14:00	0.00	\$15.00	0.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	We 12/27/18	06:00	18:00	06:00	18:00	4.00	\$15.00	4.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			7.47%
	Th 12/27/18	06:00	18:00	06:00	18:00	4.00	\$15.00	4.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	Fr 12/28/18	06:00	18:00	06:00	18:00	4.00	\$15.00	4.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	Mo 12/24/18	06:00	14:00	06:00	14:00	0.00	\$15.00	0.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	We 12/27/18	06:00	14:00	06:00	14:00	8.00	\$15.00	8.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	Th 12/27/18	06:00	14:00	06:00	14:00	8.00	\$15.00	8.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	Fr 12/28/18	06:00	14:00	06:00	14:00	8.00	\$15.00	8.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			61.20%
	4214	Ventura P&R - DPW FF #78235	Job Totals	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Billed	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Non Bill													
			Hours Paid													
			Job Totals	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Billed	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Non Bill													
			Hours Paid													
	4214	Ventura P&R - DPW FF #78235	Job Totals	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Billed	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Non Bill													
			Hours Paid													
			Job Totals	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Billed	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Non Bill													
			Hours Paid													
			Job Totals	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Billed	48.00	48.00	48.00	\$15.00	48.00	\$24.18	4.00	\$24.18	4.00	Regular Unarmed Officer			\$35.00
			Hours Non Bill													
			Hours Paid													

Cypress Private Security, LP

Employee #'s Listed: Range Entered



Scheduling Report by Employee

Dates: 12/23/18 To 12/29/18

01/04/19 3:16:22 PM

Page 1 of 1

Employee #	Employee Name	Post Description	Rollover Type	Shift Code	Carry Over	In	Out	Lunch	Hours	
Date	Job #	Job Name								
12/25/18	4214	Venture P&R - DPW FF # Unarmed Officer		Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/27/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
12/28/18				Day 1	06:00	14:00	06:00	14:00	0.00	8.00
<b>Employee Totals</b>									<b>24.00</b>	
<b>Grand Totals</b>									<b>24.00</b>	



Cypress Private Security, LP

Date Range: 12/23/18 To 12/28/18

Maximum Security Level 5

Emp # Employee Name

Date Daily Total Hours In Out Lunch Pay Rate Hours Type

12/24/18 8.00 0.00 0.00 \$15.00 Direct/Sick

12/26/18 8.00 06:00 14:00 0.00 \$15.00 Direct/Regular

12/27/18 8.00 06:00 14:00 0.00 \$15.00 Direct/Regular

12/28/18 8.00 06:00 14:00 0.00 \$15.00 Direct/Regular

Timekeeping Report

Hours by Employee

01/04/19 31:33:34 PM Page 1

Emp #	Date	Daily Total	Hours	In	Out	Lunch	Pay Rate	Hours	Type	Job #	Job Description	Dollars	Ovt Hours	Ovt Rate	Ovt Dollars	Dbl Hours	Dbl Rate	Dbl Dollars	WT #	DT Dollars
												\$450.00	0.00		\$0.00	0.00		\$0.00		\$0.00
								32.00												
										4214	Ventura PAR - DPW FF #7821									
										4214	Ventura PAR - DPW FF #7821									
										4214	Ventura PAR - DPW FF #7821									
										4214	Ventura PAR - DPW FF #7821									



Cypress Private Security, LP  
471 Tolman Street

Statement of Earnings

San Francisco CA 94103

(415) 233-1800

Check Date: 01/04/19

Check #:

Pay Period: 12/23/2018 THRU 01/02/2019

EMPLOYEE		EMPLOYEE ID		EMPLOYEE TYPE		EMPLOYEE STATUS		EMPLOYEE CLASS		EMPLOYEE GRADE		EMPLOYEE TITLE																																																																																																																																																		
<table border="1"> <thead> <tr> <th colspan="4">HOURS AND EARNINGS</th> <th colspan="4">NON-TAX COMPENSATIONS</th> <th colspan="4">TAXES</th> </tr> <tr> <th rowspan="2">Description</th> <th rowspan="2">Pay Type</th> <th rowspan="2">Hours</th> <th rowspan="2">Rate</th> <th colspan="2">CURRENT</th> <th colspan="2">YTD</th> <th rowspan="2">Description</th> <th colspan="2">This Period</th> <th rowspan="2">Description</th> <th colspan="2">This Period</th> </tr> <tr> <th>Hours</th> <th>Earnings</th> <th>Hours</th> <th>Earnings</th> <th>Amount</th> <th>YTD</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>11.000</td> <td>34.00</td> <td>374.00</td> <td>34.00</td> <td>374.00</td> <td></td> <td></td> <td></td> <td>Federal YTD</td> <td>32.38</td> <td>32.38</td> </tr> <tr> <td></td> <td></td> <td></td> <td>11.000</td> <td>8.00</td> <td>88.00</td> <td>8.00</td> <td>88.00</td> <td></td> <td></td> <td></td> <td>FICA</td> <td>37.48</td> <td>37.48</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Medicare</td> <td>6.43</td> <td>6.43</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>CA WBI</td> <td>1.51</td> <td>1.51</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>CA State Disability</td> <td>4.43</td> <td>4.43</td> </tr> <tr> <td colspan="12"><b>Total</b></td> <td>72.81</td> <td>72.81</td> </tr> </tbody> </table>														HOURS AND EARNINGS				NON-TAX COMPENSATIONS				TAXES				Description	Pay Type	Hours	Rate	CURRENT		YTD		Description	This Period		Description	This Period		Hours	Earnings	Hours	Earnings	Amount	YTD	Amount	YTD				11.000	34.00	374.00	34.00	374.00				Federal YTD	32.38	32.38				11.000	8.00	88.00	8.00	88.00				FICA	37.48	37.48												Medicare	6.43	6.43												CA WBI	1.51	1.51												CA State Disability	4.43	4.43	<b>Total</b>												72.81	72.81																											
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Payroll Check

Exp. No.:

01/04/19



NON NEGOTIABLE

## 14. LIVING WAGE ORDINANCE - NO EXEMPTIONS

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Cypress is not applying for any exemptions to the living wage ordinance.

## 15. BID GUARANTY

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Cypress has included the requested bid guaranty as a separate attachment.

## 16. ADDITIONAL INFORMATION

### 1. Project Plan

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your facility. The CPS approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, CPS pays special attention in addressing the following factors:

**24/7 Quality Control Manager Program** – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but QCMs also reward and discipline them. If necessary, QCMs can assist in cross-training officers at the various County sites. At CPS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Armed and Unarmed Services** – Armed officers undergo rigorous weapons training. All weapons licenses must be maintained and kept current.

**Roving Patrols** – Officers perform full patrols on a regular basis. These patrols include all areas of the particular site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

**Customer Service** – All CPS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site. Our company training manager is certified by the Disney Institute, having successfully completed Disney's Approach to Quality Service.

**Lost and Found** – Lost and found property is logged, inventoried, labeled, and issued a serial number to assist with tracking and accountability. All items are stored securely for a period of 90 days and are donated to charity if left unclaimed.

**Access Control** – Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

**Emergency Response** – CPS has developed plans and protocols responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and other emergencies. When possible, we will conduct drills so that evacuation plans and other plans will be meaningful to officers. Every CPS officer is considered a first responder and is fully certified (and current) in CPR and first aid. Cypress retains a fully-certified CPR instructor on staff to provide initial training and recertification. Each officer receives a four hour fire and life safety class prior to assignment. Site-specific emergency procedure training supplements the safety class. Our 24/7 dispatch center is always staffed by a scheduling manager or

watch commander who can call in backup/flex officers during any emergency situation if circumstances require extra officers at the scene. CPS also works with local law enforcement to coordinate our efforts with the police.

**Safety** – All safety hazards are documented and reported to the CPS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. CPS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

**Monitoring and Alarm Systems** – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Currently, at various sites for other clients, CPS officers operate proximity card access systems and fire control centers including equipment such as the Intellex DV 16000 Digital Video Management System and the Pelco CM9760 KBD Intelligent Video Keyboard. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. CPS also operates X-ray scanners, card readers, magnetometers, metal detectors, and wands for various clients. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

**Reporting and Documentation** – All CPS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via the report writing system. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

**Handling Disruptive Individuals** – CPS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. CPS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

**Rules and Regulations** – All officers and supervisors learn Public Works' rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (D3 guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty at their assignment.

**Code of Ethics** – CPS officers follow our established code of ethics. In particular, the following apply to ALL employees of CPS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each CPS officer shall conduct himself or herself with the highest level of integrity.

**Confidentiality** – All CPS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by CPS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All CPS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The CPS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

**Emergency Response** – CPS will design and implement an emergency plan that will address all response to threats and potential emergencies at the County sites. The CPS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. CPS understands that changing security needs in the case of an emergency or incident requires CPS to respond with additional staff. CPS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). CPS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, CPS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- **Cross-training** – CPS cross-trains security officers, supervisors, and managers. CPS will share an employee list of trained officers available to work at the site and will train more officers per request of client, if needed.
- **Back-up Staffing** – CPS will, at all times, have a pool of people who have received full site training and orientation, including post assignments, standards, and procedures. These officers will be able to fill any shift on a short notice.
- **Emergency Planning** – CPS operates a corporate emergency response plan based on the nationally-recognized Incident Command System. This plan covers all aspects of emergency response. Our corporate guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, CPS works with management to implement preventive measures such as training and emergency planning.
- **Emergency Response Vehicle** – CPS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables CPS to respond during an emergency incident or scheduled special events.



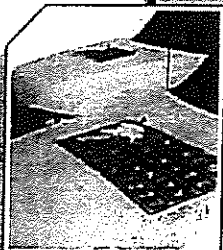
**Security Officer**

**Unarmed Security Officers** – Every Cypress Private Security officer is thoroughly trained to meet the requirements of the client, including the specific security needs of the client's industry. All officers know how to prepare clear and concise incident/condition reports and speak English. They receive training in customer service, emergency response, and other critical skills. Because of our extensive training, CPS officers are engaged and thus motivated, and they approach their work with the utmost professionalism. Uniforms are customized to meet client requirements, and our quality control managers ensure consistent performance and supervision. CPS' extensive pre-employment screening ensures that we hire individuals with integrity, professionalism, and intelligence.



**Armed Officers**

**Armed Security Officers** – An armed security solution requires additional scrutiny and assessment when designing and implementing the right solution for your organization. CPS armed officers undergo rigorous training and psychological screening before receiving their assignments. Our training programs for both armed and unarmed officers are of the highest quality in the industry. CPS armed security officers are prepared to respond to a wide range of situations, and protect the safety of people and property. The CPS armed officer training program includes use of force, report writing and documentation, critical incident response, and advanced criminal law.



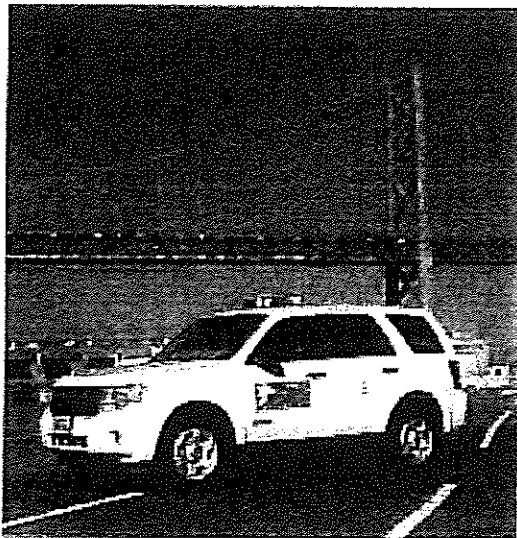
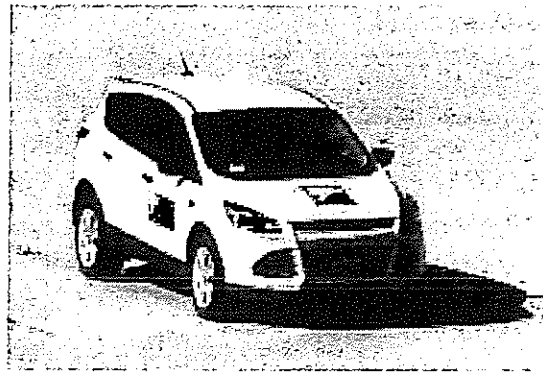
**Vehicle Patrol**

**Vehicle Patrol** – CPS offers a state of the art vehicle patrol program. We maintain a fleet of gas/electric hybrid patrol vehicles, each equipped with a digital video recording (DVR) system covering 360-degrees around the vehicle. In addition to the mobile DVR system, all vehicles are equipped with an audio recording system to document conversations inside the vehicle. Each vehicle is equipped with a GPS tracking and mapping system and is tracked 24/7 through the CPS dispatch center. Vehicles transmit all vehicle-related information, including speed, location, and any mechanical issues. All patrol stops are recorded and tracked on a server, which allows the client to retrieve information about any patrol stop within the previous 30 days.



**Vehicles**

CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



## 2. Recruitment Process

We post our open positions on job websites such as Craigslist, Monster, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Cypress is committed to hiring veterans and recruits from military job placement venues.

Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our internal job board can be viewed 24/7 online by any of our employees who are interested in searching for promotion opportunities, open shifts, open positions, etc.

All of our offices have dedicated recruiters who attend job fairs, communicate with schools, and screen applicants. The recruiters work under the umbrella of our main office and the Human Resources Management system so that all branch managers and the HR director are fully aware of what positions are open.

Our two most effective recruiting mediums are word of mouth and the Internet, especially our Craigslist postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends. Hiring fairs have also proven to be effective, and we have been successful in providing jobs to veterans returning from service abroad.

### Personnel Selection Process

As an equal opportunity employer, CPS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment. Only one out of every twenty applicants is hired.

**Pre-Application Interview Questions:** The application process starts with a questionnaire designed to reveal attitudes toward work and security. Applicants are then selected to continue the application process.

**Application:** After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. CPS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

**Interview:** To best assess a potential employee, CPS has implemented a multi-step interview process.

- **Human Resources Review of Application and Interview:** After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between CPS and the applicant. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- **Hiring Manager Interview:** The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment.
- **Chief Operating Officer/Branch Manager Interview:** The manager will then conduct an interview with the applicant in order to establish how well the individual fits within the overall CPS culture, values, philosophies, and service standards.
- **Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right applicant for each

site. (The effectiveness of our selection process is further demonstrated by the fact that 97% of our clients are more than satisfied with their initial officers and only 3% have voiced a concern.)

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the CPS personnel selection process.

#### **Testing and Background Checks**

**Written Test:** Applicants take a written test so we can learn about their approach toward security, customer service, and their reasons for applying with CPS. This test is a good indicator of an applicant's ability to think intelligently and write professional reports.

**Personality Test:** CPS uses proven personality tests. The following is a sample of areas examined in the personality test: honesty; drug and alcohol use; propensity toward anger/violence; integrity and work ethic; and willingness to follow directions.

**Screening & Background Check:** After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

**Training & Work Verification:** All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new CPS employee will complete and pass required CPS training modules.

**Annual Verifications of Certificates:** CPS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year CPS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

**Drug Testing:** Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene.

**Kwantek:** Our HR and recruiting team uses Kwantek software to continue growing our team. Kwantek is an integrated applicant tracking software system used to speed up the hiring and onboarding process. It facilitates the job posting process by posting to hundreds of job boards instantly. It allows our team to selectively interview the best candidates by creating filters to find individuals who match exactly what the job requires. Kwantek also provides seamless onboarding with electronic verification and compliance checks (including one-click background screening).



### 3. CPS: The Logical Choice for Public Works

CPS has a number of competitive advantages that make us the logical choice as the preferred vendor for Public Works. These competitive advantages have been developed over the years and show how the CPS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

- **Experienced Management Team** – CPS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management. As the incumbent security provider, CPS has the proven experience and expertise. Our understanding of the scope of work is second to none.
- **Cypress Online Training** – CPS has developed a proprietary online training program that is used to train officers. Employees can access the Web-based training system from any computer and complete training modules.
- **Outstanding Benefits Program and Career Development Philosophy** – CPS has comprehensive programs to reward and retain high performing officers for better quality and workforce stability.
- **Low Turnover Rate** – CPS has one of the lowest employee turnover rates in the industry, and our officers are loyal and dedicated workers. Low turnover also results in fewer rehiring and retraining expenses.
- **Cultural Sensitivity** – CPS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- **Dispatch Center** – CPS operates a dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. CPS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- **Emergency Response** – CPS develops emergency plans for all clients. CPS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.
- **Environmental Responsibility** – CPS is the only security company certified as a San Francisco Green Business with a carbon neutral goal and "green" operating philosophy. We have also partnered with TerraPass to sponsor clean energy to measurably reduce our carbon footprint.

It is our hope that you and your team have developed a favorable opinion about CPS, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Los Angeles Department of Public Works.

Thank you for the opportunity to provide your team with this proposal.

*The Cypress Team*

# Agreement



*Public Works*  
LOS ANGELES COUNTY

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS PRIVATE SECURITY, LP

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, OPERATIONAL SERVICES – GROUP D

79000

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**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS**  
**FIELD LOCATIONS OPERATIONAL SERVICES – GROUP D**

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<b>EXHIBIT G</b>	<b>Security Service Group Locations and Schedules</b>	
<b>EXHIBIT H</b>	<b>Notice of Proposed Payment Adjustment</b>	
<b>EXHIBIT I</b>	<b>Contract Discrepancy Report</b>	
<b>EXHIBIT J</b>	<b>Equipment Inventory, Damage and Loss Liability</b>	
<b>EXHIBIT K</b>	<b>Statement of Loss of County Equipment</b>	
<b>EXHIBIT L</b>	<b>Bond for Faithful Performance</b>	



AGREEMENT FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
FIELD LOCATIONS, OPERATIONAL SERVICES - GROUP D

THIS AGREEMENT, made and entered into on this 17th day of September, 2019, 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 CYPRESS PRIVATE SECURITY, LP, a California Limited Partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 9, 2019, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Field Locations, Operational Services - Group D.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Schedule of Prices Forms PW-2.1-4D, an amount not to exceed the Maximum Contract Sum of \$3,589,178 for the entire Contract period, or such greater amount as the Board may approve (Maximum Potential Contract Sum). The sum for the initial term is \$746,458; the sum for the first option term is \$776,236; the sum for the second option term is \$807,307; the sum for the third and final option term is \$839,451; and a month-to-month extension of up to six months at the PW-2.4D rates for \$419,726.

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2019, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to extend 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 and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written

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notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1-4D.

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:

Los Angeles County 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 Potential 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 Potential 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 Potential Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Potential 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 Potential 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 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

THIRTEENTH: A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total Annual Contract Sum, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total Annual Contract Sum may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

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

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BOARD EXECUTE

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 Jamie Hahn  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

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

By Maria Olorio  
Deputy

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Maria Olorio  
Deputy

APPROVED AS TO FORM:

MARY WICKAM  
County Counsel

By Carol Swank  
Deputy

CYPRESS PRIVATE SECURITY, LP

By Fes Narbutas  
Its President

FES NARBUTAS  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 29

SEP 17 2019

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

By [Signature]  
Its Secretary

JONAS TEGUFRUO  
Type or Print Name

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# 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 MARIN

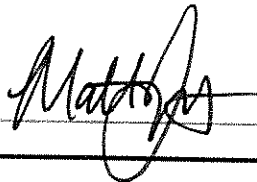
On 7/23/2019 before me, Matt Jones, Notary Public  
(insert name and title of the officer)

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

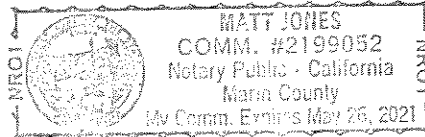
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**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 San Francisco

On JUL 25 2019 before me, Mahesh Patel, Notary Public  
(insert name)

personally appeared Jonas TEGNERUD  
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.



(Notary's Signature)



[seal]

## SCOPE OF WORK

### SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS, OPERATIONAL SERVICES – GROUP D

A. Public Works Contract Managers

Public Works' Contract Manager for this service will be Mr. Gary Sanderson of our Operational Services Division who may be contacted at (626) 458-1762 or at [gsand@pw.lacounty.gov](mailto:gsand@pw.lacounty.gov) Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work from the Contractor. Contract Managers may, at their sole discretion, designate additional Public Works staff as Assistant Contract Managers for their respective facilities/locations delegating them the authority to also request work under this Contract. Both referred to hereinafter as the Contract Manager. The Contractor shall be notified in writing in the event of any change in the Contract Manager.

B. Work Locations

Work locations, hours, and days of service are as indicated in Exhibit G, Security Service Group Locations and Schedules.

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the Contract Manager. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the Contract Manager at an increase or decrease in cost in accordance with the rates quoted in Schedule of Prices, Forms PW-2.1D through 2.4D, for the appropriate contract term.

C. Requests of Work from the 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.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the respective Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the Contract Manager to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Service Group Locations and Schedules. For example, the Contract Manager may request an armed security officer for a post which previously required an unarmed security

officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2 for the level of security services requested by the Contract Manager.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit's paragraph J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This



includes heaters, fans, radios, food in employee break room refrigerators, etc.

- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services such as making or receiving calls to or from their supervisors or County representatives.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site Contract Manager for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the Contract Manager.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the Contract Manager. Routes or points of emphasis along the designated routes may vary at the discretion of the Contract Manager.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. Security officers on patrol shall have a working mobile phone or two-way radio on their person at all times should they need make any emergency calls or should they need to be contacted by the Contract Manager. Any instance of the security officer's nonresponsiveness during his/her scheduled patrol may constitute Contractor nonperformance and incur penalties in accordance with this Exhibit's Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the Contract Manager.

6. Reports and Logs

- a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the Contract Manager, upon request.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed,

narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the Contract Manager for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the Contract Manager upon request.

F. Responsibilities of the Contractor

1. Contractor shall not use any Subcontractors in the performance of this Contract.
2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
3. Contractor shall have no fewer than 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
4. Contractor's supervising employee shall have no fewer than 3 years supervising security operations similar to those detailed in this Exhibit A, Scope of Work.

5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including options, if exercised.
6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the Contract Manager.
7. General Responsibilities shall include the following:
  - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
  - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent speaking and writing the English language.
  - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
  - d. Security officers shall be over the age of 18.
  - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
  - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
    - 1) California Guard Registration Card
    - 2) Valid and active California Class "C" Driver's License
    - 3) Valid and active Social Security Card
    - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
    - 5) California Firearms Qualification Cards (for armed security officers)
    - 6) Bureau of Security and Investigative Services impact weapon (baton) training

- 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
  - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
  - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
  - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
  - h. The Contractor shall provide a resume to the Contract Manager for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit's Section O.6, Security Personnel Background and Experience.
  - i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the Contract Manager, at least one working day prior to assignment of a security officer for Public Works facility.
  - j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
  - k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
  - l. At the request of the Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

7. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required state of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit's Section H.2, on page A.11. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2, Schedule of Prices, for Sergeant and unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant as indicated on the Schedule of Prices, Form PW-2,

8. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary

disturbance at any work location and shall be subject to all rules and regulations which govern that location.

- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the Contract Manager with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the Contract Manager.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
  - 1) Vacating assigned post without authorization.
  - 2) Leaning against walls, doors, etc.
  - 3) Idle talk with other security personnel, County employees, or visitors.
  - 4) Reading newspapers, magazines, or other nonwork-related materials.
  - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
  - 6) Wearing of headphones

- 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
  - 8) Using cellular phones for personal business.
  - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.
9. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the Contract Manager. As stated in Section A of this Exhibit, Contract Managers may designate other Public Works personnel as Assistant Contract Managers for their respective facilities for activities



related to the services under this Contract. Public Works personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Contract Manager shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the Contract Manager and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the Contract Manager prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O of this Exhibit. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have at least 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand English.

I. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
  - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are

not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the Contract Manager on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.

- b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
  - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
2. Prior to the start of the Contract, the Contractor and the Contract Manager shall prepare an Equipment Inventory, Damage, and Loss Liability form (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and Contract Manager, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the Contract Manager. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
  3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the Contract Manager is granted.
  4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. Contractor-Furnished Items

1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
  - a. Trousers/skirt

- b. Shirt/blouse
  - c. Belt, shoes, and socks - solid black
  - d. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
  3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
  4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
  5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
    - a. Sam/Sally Browne belt (gun belt);
    - b. Handcuff case;
    - c. Set of handcuffs, plus female key;
    - d. Four (4) keepers;
    - e. Key Snap;
    - f. One heavy-duty, three or five cell flashlights, with batteries;
    - g. Radio with holder/pouch;
    - h. Name tag and Badge, to be worn on uniform at all times;
    - i. Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
    - j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
    - k. Holster (armed security officers only);

- j. Ammunition pouch (armed security officers only);
- l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 in 9mm caliber;

The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures. (armed security officers only);

- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only. (armed security officers only);
- n. Rain gear (as necessary);
- o. Jacket (as necessary).

K. Weapons List

The Contractor shall provide the Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

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

N. 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.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the Contract Manager.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the Contract Manager, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.

- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.

- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert Contract Managers of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the Contract Manager. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, as required.
- ll. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.



- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
  - e. Ensure sufficient availability of security officers to cover Public Works' requirements.
4. Regulations and Forms
- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
  - b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
    - Exhibit F - Performance Requirements Summary
    - Exhibit G - Security Service Group Locations and Schedules
    - Exhibit H - Notice of Proposed Payment Adjustment
    - Exhibit I - Contract Discrepancy Report
    - Exhibit J - Equipment Inventory, Damage, and Loss Liability
    - Exhibit K - Statement of Loss of County Security Equipment
    - Exhibit L - Bond for Faithful Performance
5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints

b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the Contract Manager upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the Contract Manager determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contract Manager. The County may alternatively enforce any applicable remedies as detailed in this Exhibit's Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the Contract Manager. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of

security officers and supervisors who will be assigned to perform work on this Contract.

- a. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- b. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- c. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- d. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- e. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- f. Contractor's security personnel and staff who have been involved in any of the following will not be accepted:
  - 1) Any felony conviction
  - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
  - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
  - 4) Conduct that would preclude the Contractor from receiving a bond
  - 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use

- g. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
  - 1) General Information - The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
  - 2) Employment History - A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
  - 3) Military Record - All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
  - 4) Criminal Record - Any criminal record of the candidate shall be fully disclosed.
- h. Security Director (Account Manager/Executive) - Equivalent of 5 years' paid experience managing security service operations.
- i. Lieutenant (Account Supervisor/Watch Commander) - Equivalent of 2 years' security supervisory experience.
- j. Sergeants (Site Supervisor) - Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- k. Armed Security Officers - Equivalent of 3 years' paid armed security experience.
- l. Unarmed Security Officers - Equivalent of 2 years' paid security experience.
- m. All security officers and supervisors shall possess the following, unless otherwise noted:
  - 1) Active and valid State of California Guard Registration Card
  - 2) Active and valid State of California Weapons Permit (unless unarmed)
  - 3) Impact weapon (baton) training certification as approved by BSIS
  - 4) Active and valid First Aid Certificate or EMS Certificate

- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

1. The Contractor shall submit monthly invoices for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
2. The Contractor's hourly rates as identified in the Schedule of Prices, Form PW-2, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

S. Removal of Debris

Any debris derived from these services 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. 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 National Pollutant Discharge Elimination System.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

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

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

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

- a. All of the time limits and acts required to be done by both parties are of the essence of the Contract; and
- b. The parties are both experienced in performance of the Contract work; and
- c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price; and
- d. The parties are not under any compulsion to Contract; and
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract; and
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

a. Contractor Payment

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the Contract Manager, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold

payment of invoices or deduct a percentage or the number of hours of unacceptable service. When performance does not conform to the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit H) of any adjustments. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.



**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

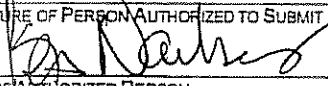
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1D, for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 28.34 /hr.</u>	<u>24,348</u>	\$690,022.32
2.	Security Officer (Unarmed)	<u>\$ 26.34 /hr.</u>	<u>1,000</u>	\$26,340.00
3.	Sergeant (Armed)	<u>\$ 29.29 /hr.</u>	<u>500</u>	\$14,645.00
4.	Lieutenant (Armed)	<u>\$ 30.90 /hr.</u>	<u>500</u>	\$15,450.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$746,457.32</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, I P		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

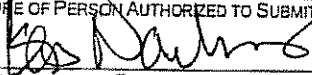
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.2D, for Term 2 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 29.47 /hr.</u>	<u>24,348</u>	\$717,535.56
2.	Security Officer (Unarmed)	<u>\$ 27.40 /hr.</u>	<u>1,000</u>	\$27,400.00
3.	Sergeant (Armed)	<u>\$ 30.46 /hr.</u>	<u>500</u>	\$15,230.00
4.	Lieutenant (Armed)	<u>\$ 32.14 /hr.</u>	<u>500</u>	\$16,070.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$776,235.56</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

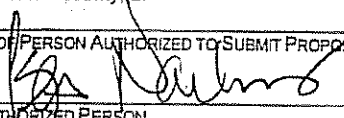
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.3D, for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 30.65 /hr.</u>	<u>24,348</u>	\$746,266.20
2.	Security Officer (Unarmed)	<u>\$ 28.49 /hr.</u>	<u>1,000</u>	\$28,490.00
3.	Sergeant (Armed)	<u>\$ 31.68 /hr.</u>	<u>500</u>	\$15,840.00
4.	Lieutenant (Armed)	<u>\$ 33.42 /hr.</u>	<u>500</u>	\$16,710.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$807,306.20</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

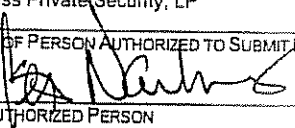
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4D, for Term 4 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<b>\$ 31.87 /hr.</b>	<u>24,348</u>	\$775,970.76
2.	Security Officer (Unarmed)	<b>\$ 29.63 /hr.</b>	<u>1,000</u>	\$29,630.00
3.	Sergeant (Armed)	<b>\$ 32.94 /hr.</b>	<u>500</u>	\$16,470.00
4.	Lieutenant (Armed)	<b>\$ 34.76 /hr.</b>	<u>500</u>	\$17,380.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$839,450.76</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$17.13	\$ 36,521.16	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$17.13	\$	17,130.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.11	\$	16,110.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$18.91	\$	9,455.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>451,541.24</b>	
									(1) Vacations, Sick Leave, Holiday	\$	38,203.48	
									(2) Health Insurance	\$	24,368.09	
									(3) Payroll Taxes & Workers' Compensation	\$	72,385.42	
									(4) Welfare and Pension	\$	2,598.42	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>137,555.41</b>	
									(5) Equipment Costs	\$	41,708.89	
									(6) Service and Supply Costs	\$	66,751.85	
									(7) General and Administrative Costs	\$	26,498.51	
									(8) Profit	\$	22,401.42	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>157,360.67</b>	
									<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>746,457.32</b>	

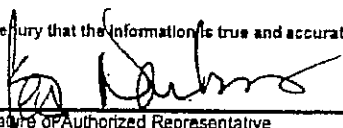
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP

Kes Narbutas



Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.81	\$ 51,862.72	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$17.81	\$ 37,970.92	
• Armed Security Officer (3)	8						8	16	832	\$17.81	\$ 14,817.92	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$17.81	\$	17,810.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.75	\$	16,750.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$18.50	\$	9,250.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$19.67	\$	9,835.00
Comments/Notes:										Total Salaries	\$	469,472.88
										(1) Vacations, Sick Leave, Holiday	\$	39,731.61
										(2) Health Insurance	\$	25,342.82
										(3) Payroll Taxes & Workers' Compensation	\$	75,280.84
										(4) Welfare and Pension	\$	2,702.36
										Total Employee Benefits (1+2+3+4)	\$	143,057.63
										(5) Equipment Costs	\$	43,377.25
										(6) Service and Supply Costs	\$	69,421.93
										(7) General and Administrative Costs	\$	27,558.45
										(8) Profit	\$	23,347.42
									Total Other Costs (5+6+7+8)	\$	163,705.05	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>776,235.56</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

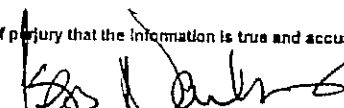
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$18.52	\$ 39,484.64	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$18.52	\$	18,520.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$17.42	\$	17,420.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$19.24	\$	9,620.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$20.45	\$	10,225.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	<b>488,189.96</b>	
									(1) Vacations, Sick Leave, Holiday	\$	41,320.88	
									(2) Health Insurance	\$	26,356.53	
									(3) Payroll Taxes & Workers' Compensation	\$	78,292.07	
									(4) Welfare and Pension	\$	2,810.45	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>148,779.93</b>	
									(5) Equipment Costs	\$	45,112.34	
									(6) Service and Supply Costs	\$	72,198.80	
									(7) General and Administrative Costs	\$	28,660.78	
									(8) Profit	\$	24,364.39	
									<b>Total Other Costs (5+6+7+8)</b>	\$	<b>170,336.31</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>807,306.20</b>	

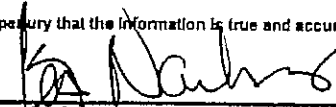
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
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Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. 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.

Cypress Private Security, L.P.  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$19.26	\$ 41,062.32	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$19.26	\$	19,260.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$18.12	\$	18,120.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>												
										<b>Total Salaries</b>	\$	<b>507,702.48</b>
(1) Vacations, Sick Leave, Holiday										\$	42,973.71	
(2) Health Insurance										\$	27,410.79	
(3) Payroll Taxes & Workers' Compensation										\$	81,423.76	
(4) Welfare and Pension										\$	2,922.87	
<b>Total Employee Benefits (1+2+3+4)</b>										\$	<b>154,731.13</b>	
(5) Equipment Costs										\$	48,916.83	
(6) Service and Supply Costs										\$	75,086.76	
(7) General and Administrative Costs										\$	29,807.22	
(8) Profit										\$	25,206.34	
<b>Total Other Costs (5+6+7+8)</b>										\$	<b>177,017.15</b>	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	<b>839,450.76</b>	

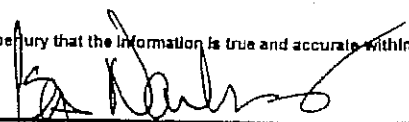
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
 Name of Proposing Entity/Firm

Kes Narbutas  
 Name of Authorized Representative

  
 Signature of Authorized Representative



## 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.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement. **Please note, subcontracting is not allowed to perform any service required by this Contract.**

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 180 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 delegatee 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 person or 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. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. 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 Employees 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
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. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 Equal Employment Opportunity (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:

Contracting Manager, Business Relations and Contracts 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 certifications or licenses requested by County.
2. Contractor shall indemnify, defend, 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 Business Relations and Contracts 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 (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) 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.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Compliance with Employee Retention Policy

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy shall apply:

1. The new Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
2. The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
3. The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

## 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 due to 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, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 Indemnitees. 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, Appointed 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, 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 required endorsements shall be sent to:  
  
County of Los Angeles  
Dept. of Public Works, Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: 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, 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 the County. The full policy limits and scope of protection shall also apply to the County, 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 ten 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 Insurance Services Office, Inc. (ISO) 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:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

Contractor's policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, any person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## 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. 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### 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 are 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 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 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

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) 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 DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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 13

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.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2017 are less than \$53,930 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 7, 2018.

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](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

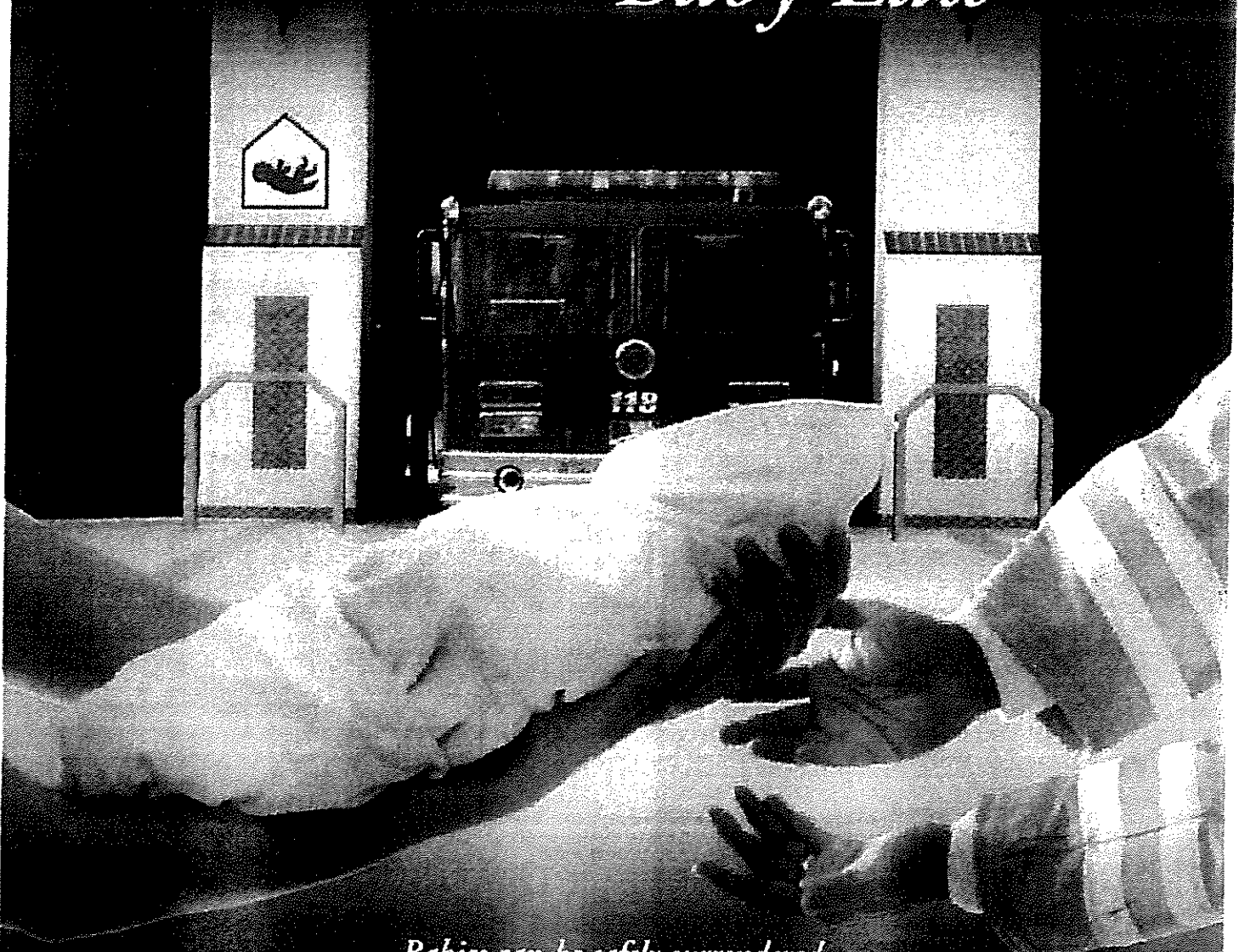
#### How Will My Employees Know If They Can Claim the EIC?

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 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

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

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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?

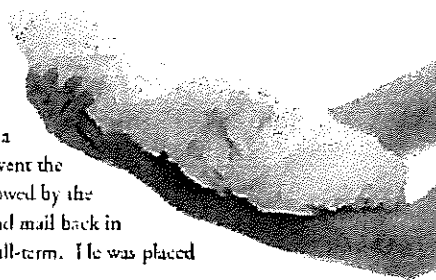
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.

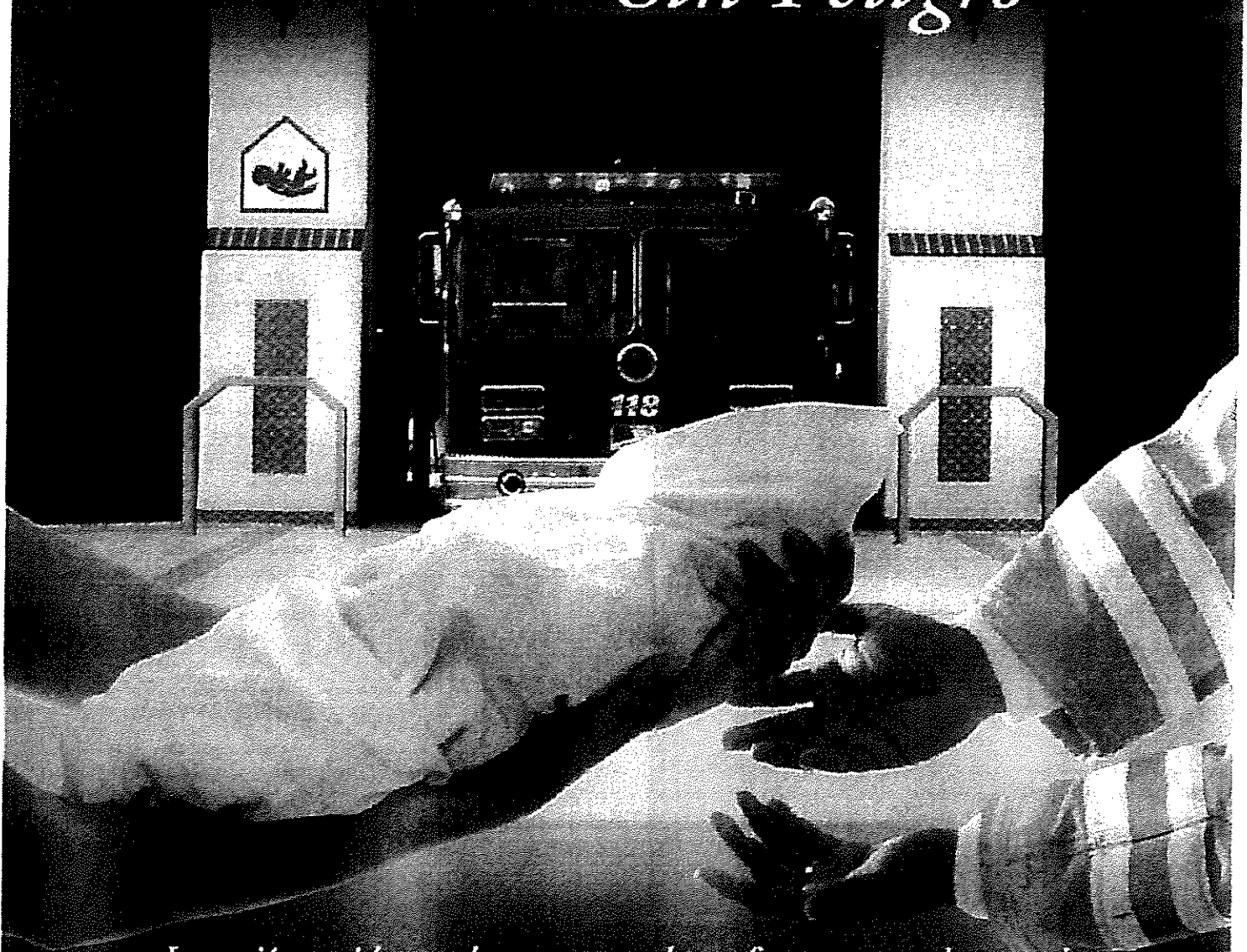
## A baby's story

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





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



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

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

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

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





# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega voluntaria de un recién nacido no más de sus padres u otras personas con custodia legal, se don cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser acusados 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 entregue recibirá un brazalete igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

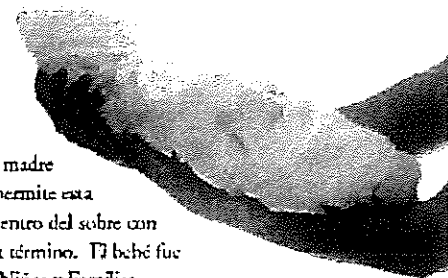
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UGA 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 período 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.



**DEFAULTED PROPERTY TAX REDUCTION PROGRAM****Chapter 2.206**

- 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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	Escort provided within 5 minutes of request.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**EXHIBIT F**

**PERFORMANCE REQUIREMENTS SUMMARY**

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Time Clock Patrol	Rounds made on schedule. Clocks activated.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
13. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. In the event the wand is inoperable, tours shall be done manually, reported and logged.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	Officer removed permanently	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
 \*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	Deduct 8 hours per shift not covered plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Drives Vehicle	Drive vehicle as required.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Conducts Investigation	Complete investigations in a timely manner.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**EXHIBIT F**

**PERFORMANCE REQUIREMENTS SUMMARY**

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

\*Hourly deduction shall be made at the current hourly rate for level of officer involved.

**SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES**  
 COUNTY OF LOS ANGELES, PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as requested by the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1D through PW-2.4D for the given Contract term and for the level and rate of security requested by the Contract Manager.

**GROUP D: Operational Services Group**

Contract Manager: Gary Sanderson

Contact: (626) 458-1762; gsand@pw.lacounty.gov

Figure D

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
1.	LOWER CENTRAL YARD 1525 & 1537 Alcazar Street Los Angeles, CA 90033	Gary Sanderson <u>gsand@pw.lacounty.gov</u> (626) 458-1762	Security Officer (Armed)	Monday – Sunday	12 a.m. to 12 a.m. 24 hrs. daily	8,736
2.	UPPER CENTRAL YARD 2275 Alcazar Street Los Angeles, CA 90033	Gary Sanderson <u>gsand@pw.lacounty.gov</u> (626) 458-1762	Security Officer (Armed)	Monday – Sunday	12 a.m. to 12 a.m. 24 hrs. daily	8,736
3.	SOUTH YARD 1129 East 59th St. Los Angeles, CA 90001	Emily Chen <u>echen@pw.lacounty.gov</u> (626) 300-3379	Security Officer (Armed)	Monday – Friday	5 p.m. to 6 a.m. 13 hrs. daily	5,876
				Saturday – Sunday	6 a.m. to 6 a.m. 24 hrs. daily	
4.	ON-CALL	TBD*	Security Officer (Armed)	Varies	Varies	1,000
5.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	Varies	1,000
6.	ON-CALL	TBD*	Sergeant Armed (Supervisor)	Varies	Varies	500
7.	ON-CALL	TBD*	Lieutenant Armed (Manager)	Varies	Varies	500

**EXHIBIT G**

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	SERVICE LEVEL & RATE	SERVICE DAYS	SCHEDULE	ESTIMATED HOURS
*Contract Manager will assign an on-site designee if any, for on-call services at the time of an on-call request.						
				TOTAL HOURS for On-Call Security:		3,000
				TOTAL OVERALL SECURITY HOURS:		26,348

The contactor shall bill monthly in accordance with the hourly rate provided in the Schedule of Prices for actual security service hours provided. As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedule specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Level of officer (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer.

Patrol mileage, if any incurred, will be paid mileage at the County's mileage permittee rate in addition to the officer's normal hourly rate.

**NOTICE OF PROPOSED PAYMENT ADJUSTMENT**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

In accordance with the terms of the Contract for Security Services for Various Public Works Field Locations Los Angeles County Department of Public Works will implement the following adjustment for Contract Deviations(s) as indicated:

Site Location/Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Shift: \_\_\_\_\_

Amount of Deduction \$ \_\_\_\_\_

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the attention of your Public Works Contract Manager within five calendar days of receipt of this notification; or to Department of Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention: Service Contracts. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)



**CONTRACT DISCREPANCY REPORT**

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: \_\_\_\_\_

Facility \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee Classification \_\_\_\_\_

Date of Unacceptable Performance \_\_\_\_\_

Description of Unacceptable Performance \_\_\_\_\_

Has this type of unacceptable performance occurred before?:

Yes\_\_\_ No\_\_\_ If yes, when? \_\_\_\_\_

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: \_\_\_\_\_

Corrective Action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan to Prevent Recurrence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Contractor's Contract Director

Return to Contract Manager

**EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY**

TO: \_\_\_\_\_  
 Contract Manager/Assistant Contract Manager

FROM: \_\_\_\_\_  
 Contractor (firm name)

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for Security Services at the Public Works \_\_\_\_\_ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	<b>EQUIPMENT</b>	<b>CONDITION</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: \_\_\_\_\_ Contract Manager: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor (Firm Name): \_\_\_\_\_

Date: \_\_\_\_\_ Contractor's Authorized Signature: \_\_\_\_\_

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, \_\_\_\_\_, do hereby report the loss of the \_\_\_\_\_.  
(Identify what equipment was lost/stolen.) The \_\_\_\_\_ was  
LOST/STOLEN under the following circumstances, and cannot be found. (In the space  
provided below, explain the circumstances under which the item or items were  
LOST/STOLEN.)

\_\_\_\_\_  
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Date of Loss: \_\_\_\_\_

Police Agency Report to: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Contractor (Firm Name): \_\_\_\_\_

Contract Director signature: \_\_\_\_\_

**BOND FOR FAITHFUL PERFORMANCE**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
(Contractor/Principal)

as Principal, and \_\_\_\_\_  
(Surety)

as Surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents.

**WHEREAS** said Principal has been awarded and is about to enter into a written Contract with the County for *Security Services for Various Public Works Field Locations, Operational Services - Group D*; and is required by said County to give this bond in connection with the execution of said Contract. And whereas, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the said Contract (the "Bond");

**NOW, THEREFORE**, the condition of this obligation is such that if said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said Principal shall exonerate any Surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

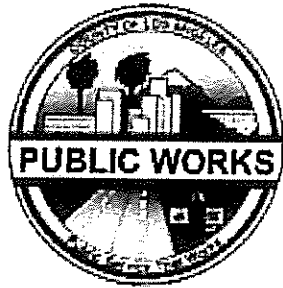
**FURTHERMORE**, It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished or services rendered, which may be made pursuant to the terms of said Contract, shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of the time granted under the provisions of said Contract release either the Principal or Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), then written consent of the Surety shall be first obtained.

**NOTWITHSTANDING** the provisions of the Contract, the term of this bond shall apply fully from <bond start date>, until <bond end date>, and may be renewed or extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof; provided however, that the Surety shall be responsible for any liability of the Principal or loss to the obligee that accrues before nonrenewal of the bond and within the term of the bond, as defined herein.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ and Its \_\_\_\_\_  
(Contractor/Principal) (Attorney-In-Fact)

By: \_\_\_\_\_ and Its \_\_\_\_\_  
(Surety) (Attorney-In-Fact)



*Cypress Private Security  
Mission Statement*

*"To provide the best security  
workforce management  
services in the Western  
United States delivered with  
excellent customer service  
for quality clients."*

Wednesday, January 9, 2019  
**A SECURITY  
PARTNERSHIP PROGRAM  
FOR  
THE COUNTY OF LOS  
ANGELES DEPARTMENT  
OF PUBLIC WORKS**

Response to RFP 2018-PA026  
Security Services for Various Public Works Field Locations

Local Address

9926 Pioneer Blvd Suite 106  
Santa Fe Springs, CA 90670  
1-866-345-1277

Primary Contact

Carl Cunningham, Business Development Manager  
415-946-4102  
ccunningham@cypress-security.com

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### 3. LETTER OF TRANSMITTAL

Dear County of Los Angeles Department of Public Works,

Cypress Private Security sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the County of Los Angeles Department of Public Works. We have served as the security provider for Public Works since 2009 and would be honored and privileged to continue this partnership. As a company, we intend to use our understanding of the magnitude and complexity of all the ins and outs of Public Works' security program to continue serving with the utmost diligence, reliability, and quality.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. As the incumbent security provider, we've helped develop and refine the current security protocols in place. Our entire management team, especially regional manager Felix Guerrero and the local team, will continue to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to the various Public Works locations. Cypress constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services.

Cypress Private Security is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Cypress fosters a strong sense of accountability and ownership across the organization. At Cypress, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service.

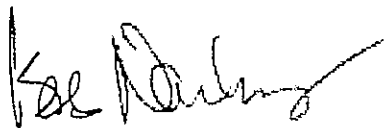
Cypress has read and reviewed the RFP and understands the nature of the work to be accomplished.

Individuals Authorized to Make Representations for Cypress Private Security

Kes Narbutas, CEO	478 Tehama Street San Francisco, CA 94103 415-240-4500
Jonas Tegnerud, COO	478 Tehama Street San Francisco, CA 94103 415-240-4502

After you have evaluated our proposal, we are confident that you will find that Cypress Private Security is highly suited and well qualified to meet and exceed your specific security needs. Please let us know if we can provide you with any additional information.

Respectfully,



Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO  
415-240-4500 | knarbutas@cypress-security.com

# 4. SUPPORT DOCUMENTS FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES

## Ownership Structure

Cypress is a California limited partnership co-owned by Chief Executive Officer Kes Narbutas (85%) and Chief Operating Officer Jonas Tegnerud (15%). The general partner of Cypress is CypSec, LLC, which is owned by the same two individuals in the same percentages. From 1996 to 2017, Cypress was an LLC, but converted into an LP in early 2018.

### State of California Secretary of State

#### CERTIFICATE OF STATUS

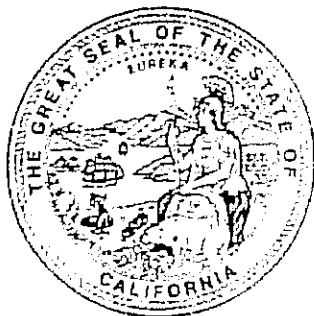
ENTITY NAME: CYPRESS PRIVATE SECURITY, LP

FILE NUMBER:	201800500012
FORMATION DATE:	12/28/2017
TYPE:	DOMESTIC LIMITED PARTNERSHIP
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 November 26, 2018.

ALEX PADILLA  
Secretary of State

NLH





**State of California**  
Secretary of State

Certificate of Limited Partnership - Conversion

LP-1A File **201800500012**

**FILED**  
Secretary of State  
State of California  
**DEC 28 2017**

Important - Read all instructions before completing this form. This Space For Filing Use Only

**Converted Entity Information**

1. Name of Limited Partnership (End the name with the words Limited Partnership or the abbreviation LP or L.P.)  
Cypress Private Security, LP

2. Names and Address of All General Partners (Attach additional pages, if necessary.)

Name	Address	City	State	Zip Code
CypSec, LLC	478 Tehama Street	San Francisco	CA	94103

3a. Initial Street Address of Limited Partnership's Designated Office in CA  
478 Tehama Street

City: San Francisco State: CA Zip Code: 94103

3b. Initial Mailing Address of Limited Partnership, if different from item 3a  
City: State: Zip Code:

4. Initial Agent for Service of Process: (Item 4a: List the name of an individual or a corporation registered in CA under California Corporations Code section 1500 who agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 4b: If the agent is an individual, list the agent's CA business or residential street address. Item 4c: If the agent is an individual and the converting entity is a CA corporation or general partnership, list the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.)

a. Name of Agent For Service of Process  
Kris Narbutas

Name	Address	City	State	Zip Code
Kris Narbutas	478 Tehama Street	San Francisco	CA	94103

b. If an Individual, Street Address of Agent for Service of Process - Do not list a P.O. Box  
478 Tehama Street

City: San Francisco State: CA Zip Code: 94103

c. If an Individual, Mailing Address of Agent for Service of Process  
City: State: Zip Code:

**Converting Entity Information**

5. Name of Converting Entity  
Cypress Security, LLC

Form of Entity	Jurisdiction	CA Secretary of State File Number, if any
limited liability company	CA	199609910012

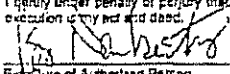
9. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote	AND	The percentage vote required of each class
2 members		100

**Additional Information**

10. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made a part of this certificate.

11. I declare under penalty of perjury that the contents of this document are true. I declare I am the person who executed this document, which execution is my act and deed.

<p></p> <p>Signature of Authorized Person</p>	<p>Kris NARBUTAS, MANAGER</p> <p>Type or Print Name and Title of Authorized Person</p> <p>OPERATIONAL ACCOUNTANT SPECIFICS ONE MANAGER FOR THE COMPANY</p> <p>Type or Print Name and Title of Authorized Person</p>
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LP-1A (REV 01/2014)
APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 26 2018

Date:                      *JK*

Handwritten signature of Alex Padilla in black ink.

ALEX PADILLA, Secretary of State

## 5. EXPERIENCE

### 1. Background

Cypress Private Security (CPS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (Public Works) a comprehensive and industry-leading security program in response to RFP 2018-PA026. CPS is the incumbent provider for Public Works, and is also currently providing similar services for clients with comparable needs including the City of Glendale, the Housing Authority of the City of LA, the LAPD, and the Arts District LA. CPS is ideally qualified to provide security services for the Department of Public Works and meets and exceeds all requirements as outlined in the RFP. CPS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity.

### Company Profile

Cypress Private Security, LP (doing business as: Cypress Private Security), is headquartered in San Francisco, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 1996. Our clients include government agencies and municipalities (including transit agencies, ports, utility districts and other critical infrastructure clients); corporate campuses; museums and cultural properties; residential communities and housing authorities; a variety of commercial buildings; and medical facilities. With a custom-tailored approach to each of our clients' security needs, CPS provides unmatched security solutions to meet the specific needs of different businesses.

Cypress Private Security specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. CPS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; and specialized client-requested training. CPS operates ten offices and employs approximately 1,700 security officers. CPS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (BSIS) (License No. PPO 120221), by the state of Nevada (License No. PPO 1438), and by Washington state (License No. PPO 730). In the San Francisco Bay Area, CPS is a union company and is signatory to the Service Employees International Union, United Services Workers West (SEIU-USWW) Master Collective Bargaining Agreement.

### Financial Capacities

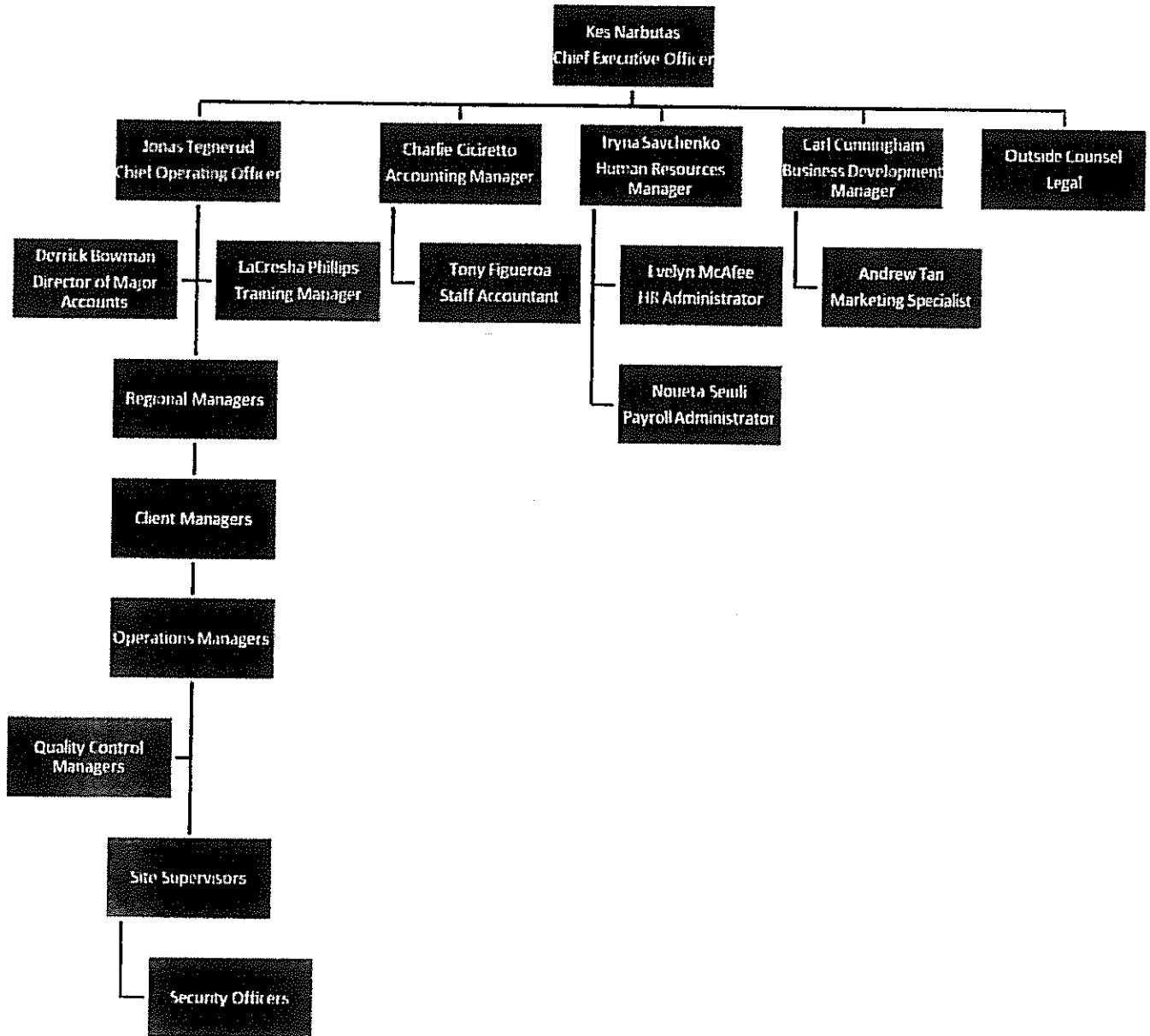
CPS has a well-established and stable financial platform. The company operates at industry standard margins and has consistently maintained profitability for its 22-year history. All growth is supported with internal funds generated within the company. The company has outstanding banking relationships and financing options available when needed to fund payrolls in advance of invoice payments if necessary when it adds new accounts, and bonding capacity from Zurich Insurance Company. The company has annual revenues in excess of \$45 million and has a \$7 million line of credit from a major commercial bank for funding payroll. Have confidence regarding the CPS ability to:

- Make payroll on time, 100% of the time.
- Add and fund a large number of new employees to the payroll.
- Ensure all operational functions are in place at all times.
- Have the financial strength to withstand economic turbulence.

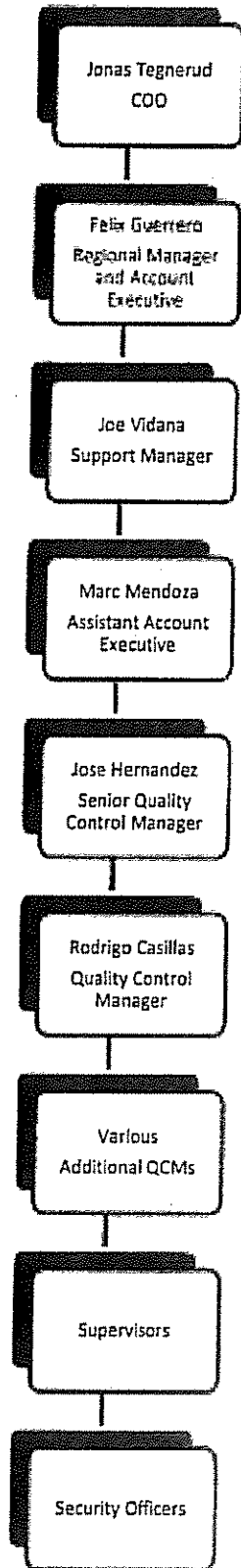
## 2. Organization

### Company Organization Chart

CPS wants to provide Public Works with a direct channel of communication so we can continue to provide the very best security services possible. To reflect this philosophy, our organizational structure is designed to minimize cumbersome layers of bureaucracy. Our goal is 100% customer satisfaction. Authority and responsibility is delegated appropriately so managers can resolve issues without having to sift through endless red tape. Instead, open lines of communication mean that management can be in contact with on-site and off-site staff quickly. The following is an outline of the CPS overall company organizational structure:



**Project Organization Chart**



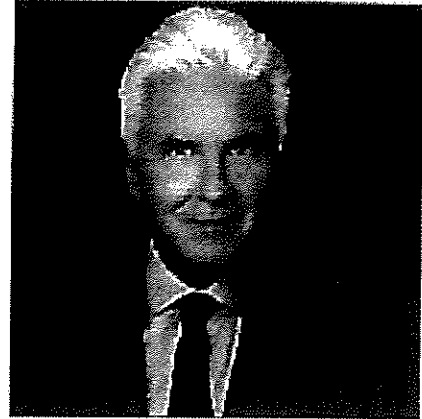
Jonas Tegnerud, as the COO, has ultimate authority over all operations throughout the entire company. Felix Guerrero is the regional manager and will be directly responsible for the County of LA Department of Public Works project as the account executive. Joe Vidana is the local support manager, and he provides logistical support to various projects from the regional office. Jennifer Pinelo, the administrative assistant and regional recruiter, provides support from the local office, particularly in the aspect of ensuring that all posts are staffed and filled by a qualified security officer. Jose Hernandez is the senior quality control manager (QCM), who provides proactive field support and supervision. The dedicated QCM program ensures ongoing support and supervision so that all field officers are performing up to and exceeding expectations.

### 3. Roles and Resumes of Key Staff

#### Executive Team

The CPS executive team is located in San Francisco and is directly involved in providing support to the local team.

**Kes Narbutas, CPP, CIPM II**  
**Chief Executive Officer**  
**Cypress Private Security, LP**



#### Expertise

Law, Executive Management, Strategic Planning, Organizational Planning, Long-term Corporate Strategy, Security Operations, Partnership Organization, Commercial Real Estate

#### Certificates/Affiliations

Certified Protection Professional (ASIS); Certified Institutional Protection Manager (CIPM II); Member California Bar, New York Bar, California Real Estate Broker, BSIS, CalSaga, Portico Properties, KTB Realty Partners, Inc., eQualityhound.com, Inc.

#### Education

PhB - Wayne State University  
 JD - Antioch School of Law

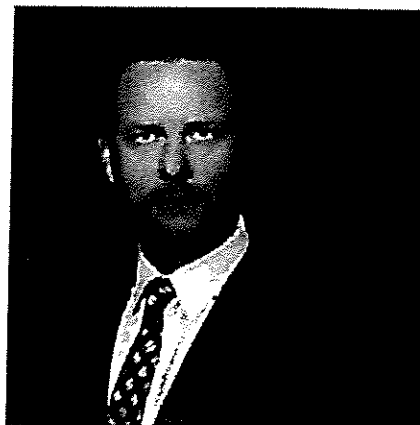
Kes Narbutas founded Cypress Private Security in 1996 when he was a client of security services for a real estate ownership group. In that capacity, he recognized a void in the marketplace and saw the need for a truly customer service-oriented approach to security. His experience as a successful business attorney and owner/manager of commercial real estate gave him unique insight into the specific needs of the client community, and was the impetus for the creation of Cypress.

Assembling a highly skilled management team was the key driver to the company's continued growth. Under Mr. Narbutas' leadership, Cypress has grown into a major Western United States regional provider of high quality security services for institutional, governmental, and private commercial enterprises. Cypress has grown to over 1,000 employees working out of nine branch offices throughout California, Washington, and Nevada.

Today, Mr. Narbutas oversees long-range planning, ongoing operations and process development, and he serves as general counsel for corporate affairs. His diverse background in the security industry, law, real estate, and general business operations allows him to share his breadth of experience with the rest of the Cypress executive leadership team.

Under Mr. Narbutas' direction, CPS has reinforced its market leadership position in providing high quality, customer-centric security services. Mr. Narbutas states, "It is our goal to provide the best security workforce management services in the Western United States to quality clients in the markets we serve. We are proud of the long-term client partnerships we have maintained through the years, and we look forward to serving new clients who want to join us in setting the highest standards in the security industry."

**Jonas Tegnerud**  
**Chief Operating Officer**  
**Cypress Private Security, LP**



**Expertise**

Executive Management, Personnel Development, Project Management, Organizational Planning, Long-term and Daily Operational and Corporate Strategies, Security Assessments, Security Plans and Program Protocol Development, Security Training Plans, Security Operations, Quality Control Management

**Certificates/Affiliations**

Certified Institutional Protection Manager (CIPM), BSIS, CalSaga, ASIS, FEMA, NCRIC, IFCPP, IAHS, Swedish Armed Forces, Swedish Royal Family

**Education**

Graduated from the Swedish Military University

In 2002, Jonas Tegnerud joined Cypress Private Security in a project management role and worked on developing and implementing new company-wide procedures. The protocol he has installed over the years blankets many facets of Cypress' operations, ranging from screening and hiring to training and personnel development. His acumen on security protocols, quality assurance, and threat assessment also helped Cypress grow to become the top Western United States security provider.

Mr. Tegnerud graduated from the Swedish Military University in 1994. Specializing in leadership training and personnel development, Mr. Tegnerud was responsible for the long-term and day-to-day planning, implementation, and evaluation of soldiers, specialists, and officers. During his time with the Swedish Armed Forces Mr. Tegnerud also performed security-related duties with the Swedish Royal Family. He handled many sensitive matters and received great experience in learning how to operate successful and effective security in highly visible as well as low-key settings.

The expertise and insights he gained from his military background prepared him well for his role at Cypress. His deep understanding of successful security has made him a valuable asset when the CPS team plans security programs for new clients. Many of his policies have been integral in shaping the success of CPS, especially his high standards for quality control and maintaining proactive communication with clients. Mr. Tegnerud also successfully led the transition of several large and prestigious accounts.

As Chief Operating Officer and a member of the Cypress executive team, Mr. Tegnerud is responsible for all operations-related tasks such as quality assurance, contract compliance, and client relations. With his leadership and management skills, as well as his knowledge of the security industry, the everyday operations run like clockwork. Together with the rest of the CPS team, Mr. Tegnerud has developed an efficient and well-motivated workforce based on personal responsibility, integrity, and customer service.

**The CPS Team for the County of Los Angeles Department of Public Works**

CPS has put together a highly skilled team to lead the security program and oversee the operation on a day-to-day basis.

**Felix Guerrero**  
**Regional Manager**  
**Account Executive for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety, Emergency Response,

**Education**

Metropolitan High School, Rio Hondo College, Firearms Training Academy

**Certificates/Affiliations**

BSIS, FEMA, DSMA, CPI  
FEMA: Basic Workplace Security Awareness; FEMA: Workplace Violence Awareness; FEMA: Active Shooter; FEMA: Introduction to the Incident Command Center, Downtown Security Manager's Association; Certified Firearms Instructor

Felix Guerrero has worked in the security industry for over eighteen years, spending much of his career in armed security operations, training administration, and supervisory roles. He joined Cypress Private Security in 2009 and is now the client manager at the CPS Los Angeles branch office located in Santa Fe Springs. Possessing a number of certifications that demonstrate his tactical and leadership skills, Mr. Guerrero provides a steady presence for any high risk operation that demands armed force.

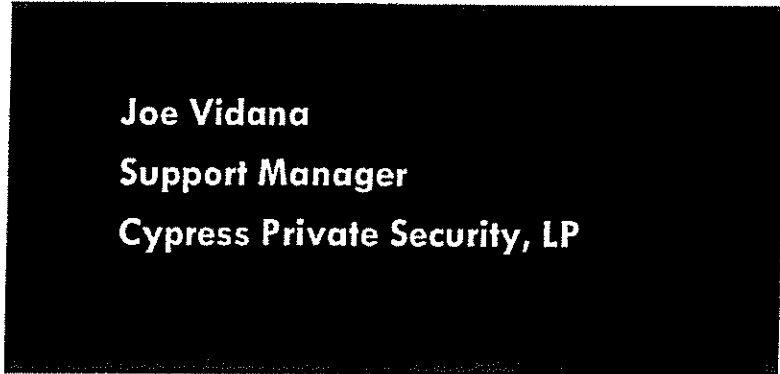
His credentials include graduation from the Firearms Training Academy. His BSIS certificates qualify him to train in the areas of weapons of mass destruction, security patrol procedures, armed officer safety, and more. He has also undergone a variety of FEMA-approved training, including courses on workplace violence and active shooters.

As a certified firearms instructor, Mr. Guerrero understands the gravity of responsibility. His years of experience have empowered him to oversee high risk security operations staffed by armed officers. With Cypress, Mr. Guerrero manages 40 armed guards in the Los Angeles area. During his tenure, all high risk sites he oversees have seen a marked decrease in violent or threatening incidents. His expertise in defusing conflicts before they escalate has been an example to all the armed officers under his authority.

Mr. Guerrero also regularly communicates with his fellow members of the Downtown Security Manager's Association. This organization of security and law enforcement professionals is designed for members to share homeland security information and best practices.

Whether providing security services for sensitive government municipalities or private companies, his history clearly demonstrates a pattern of success. Mr. Guerrero's attitudes and experience make him a dependable and trusted frontline leader for all domestic security operations.





**Expertise**

Client Relations,  
 Customer Service, Human  
 Resource Interviewing,  
 Scheduling, Staff  
 Development, Emergency  
 Response, Training and  
 Compliance,  
 Timekeeping/Payroll  
 Verification

**Education**

Administration of Justice,  
 East Los Angeles  
 Community College

**Certificates/Affiliations**

United States Marine  
 Corps

BSIS

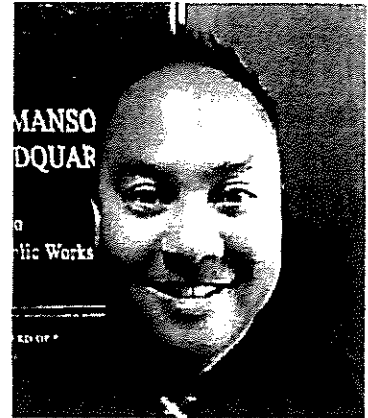
Joe Vidana is a support manager with Cypress Private Security in the Los Angeles region. As a support manager, his role is to assist the regional manager with client relations, administrative duties, and operational support. He helps ensure local branch compliance to company policies and procedures. His responsibilities include day-to-day oversight regarding employee staffing, scheduling, training, quality assurance, and service goals.

Mr. Vidana first joined the Cypress team in 2009, serving as a security director who managed the security team and operations for the Los Angeles Department of Public Works headquarters. In this role, he developed and executed drills and training plans for staff and select personnel in order to ensure proper emergency and medical response. As an on-site director, he regularly analyzed and revised facility security procedures for constant optimization, and he interacted face to face with a high volume of visitors as he maintained working relationships with client representatives in order to maintain high quality customer service.

In addition to his work with Cypress, Mr. Vidana has also served as an operations manager for an international private security company, where he developed and refined many of the skills and abilities he now uses today. Prior to joining Cypress, he worked for almost two decades as an office operations and facilities manager for a major law firm in Los Angeles. His specialty was communications, guest services, office security, and data tracking.

A motivated, helpful, and team-oriented leader, Mr. Vidana also served in the United States Marine Corps and received an honorable discharge.

**Marc Mendoza**  
**Assistant Account Manager for DPW**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Critical City Infrastructure  
Security Programs, Client  
Relations

**Education**

Cal State University  
Northridge (B.A.,  
Sociology)

**Certificates/Affiliations**

Peace Officer Standards  
and Training (Basic,  
Intermediate, Advanced)  
Certificates, Glendale  
Police Department, FBI  
Analysis and Interrogation  
Techniques, FEMA  
Incident Command  
System, California  
Narcotics Officer  
Association Undercover  
Operations, Dragnet  
Street Racing and  
Modified Vehicle  
Investigation

Marc Mendoza has been with Cypress since 2013. From 1992 to 2011, he served as a police officer in the Glendale Police Department. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Mr. Mendoza's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career.

In the private security industry, Mr. Mendoza has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

As the assistant account manager, Mr. Mendoza and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated client manager. He will guide and oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.

**Jennifer Pinelo**  
**Administrative Assistant/Recruiter**  
**Cypress Private Security, LP**



**Expertise**

Talent Acquisition,  
Security Recruitment,  
Staffing and Hiring  
Processes, Customer  
Service, Administration

**Education**

Santa Monica College  
El Camino College

Jennifer Pinelo is the recruiter and administrative assistant for the Santa Fe Springs branch office. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to Cypress' clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Ms. Pinelo provides additional administrative support to the local management team.

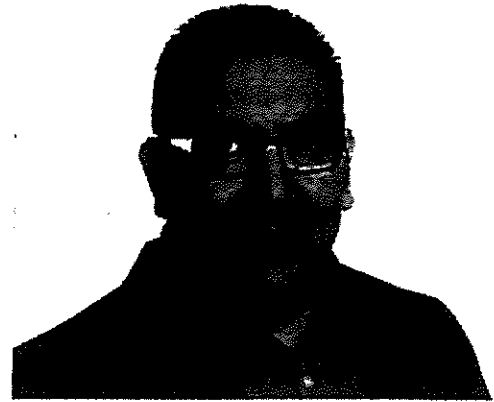
Prior to joining Cypress, Ms. Pinelo worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Ms. Pinelo also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Her willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and administrative assistant for Cypress.

**Jose Hernandez**  
**Senior Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Assessments,  
Security Training Plans,  
Customer Service,  
Supervision and  
Management Leadership,  
Medical/Healthcare  
Security Services, Client  
Relations

**Education**

East Los Angeles College  
(Admin. of Justice  
Associate in Arts)

**Certificates/Affiliations**

American Red Cross: First  
Aid, CPR, AED; FEMA  
Emergency Response;  
Children's Hospital Los  
Angeles; MOAB;  
Weapons of Mass  
Destruction

Jose Hernandez joined Cypress Private Security in 2014. Previously, he was an operations manager at AlliedBarton, supervising approximately 2500-3000 contract hours per week. He managed multiple teams of officers and supervisors and also handled administration duties, scheduling, payroll, training, and employee development. He also maintained relationships with clients. With such a great amount of managerial experience, he is well-suited for the role of senior quality control manager, and he enjoys fostering camaraderie between Cypress and our clients.

His specialties include leadership and management, customer service, and compliance. One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Cypress management team. With his experience with security operations and management, he understands client needs as they relate to security protocols.

Mr. Hernandez has also served in a managerial capacity for the security programs at the Children's Hospital LA (1900 contract hours per week) and Akal Security, Chief Medical Division (multiple medical/healthcare centers, responsible for approximately 15,000 contract hours per week). He has been working in the private security industry since 1995. He is responsible for operations management and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

**Rodrigo Casillas**  
**LA Quality Control Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations, On-site Security Management, Security Assessments, Security Program Planning, Security Officer Training Plans, Firearms and Tactics, Crime Scene Investigations, Client Relations, Customer Service, Emergency Response

**Education**

James Garfield High School  
Los Angeles Police Academy

NTMA

**Certificates/Affiliations**

BSIS, Fire, Life, and Safety,  
Los Angeles Police Department

Rodrigo Casillas, an experienced law enforcement and private security professional, joined Cypress Private Security in 2010. A former police officer with the Los Angeles Police Department, Mr. Casillas is a disciplined individual with commendable personal integrity.

Thanks to his experience and years of proven leadership, he is certainly an ideal choice to serve as part of the Public Works team. His professional background includes extensive customer service, detailed reporting, and virtually every aspect of security services. As a supervisor, he has repeatedly demonstrated an ability to juggle multiple responsibilities while managing an organized team of security officers and engaging with client management teams.

With experience providing armed and unarmed security, Mr. Casillas is seasoned in the security industry. For the private sector, he has performed patrols, managed access control, and defused incidents with aggressive and disruptive individuals. As a police officer, Mr. Casillas enforced California penal and vehicle codes, investigated crime scenes, and testified in court. Time and again he demonstrated his willingness to serve the public trust.

Currently, Mr. Casillas performs his duties at one of Cypress' most prominent government clients, the L.A. County Department of Public Works. There, he executes daily security initiatives, regularly collaborating with client management to provide customized and adaptive security services. He has established a character of reliability and he consistently displays sound judgment and authoritative but respectful leadership qualities.

Mr. Casillas is a leader who leads by example. Cypress management praises the quality of his excellent work. In 2011, he won the Cypress Private Security Best Appearance of the Year Award for his sharp appearance and his ability to project the quintessential Cypress officer presence whenever he is on duty.

**LaCresha Phillips**  
**Training Manager**  
**Cypress Private Security, LP**



**Expertise**

Security Operations,  
Security Officer Training  
Plans, Customer Service,  
Talent Acquisition, Staffing  
and Hiring Processes,  
Security Officer  
Management, Dispatch  
Services, Monitoring  
Systems

**Education**

City College of San  
Francisco

Westmoor High School

**Certifications**

BSIS Guard Card Trainer

CPR/First Aid Trainer

MOAB Trainer

Mental Health Trainer

LaCresha Phillips has been a part of Cypress Private Security since 2008. She began her tenure at Cypress as a security officer performing patrols, access control functions, CCTV monitoring, and lobby duties at a high-rise building. Eventually, Ms. Phillips was promoted to shift lead officer, where she grew as a leader and became involved in shift dispatching and supervising.

Not long after that, she was promoted to quality control manager. As a QCM, she conducted on-site field checks on all of our San Francisco region sites. She supervised officers, and she conducted mobile patrols and facility lock-up procedures throughout San Francisco. Ms. Phillips also gained experience in overseeing overall security projects and assisted with HR, payroll, and scheduling. Before taking on the role of training manager, she served as the San Francisco office manager and regional recruiter.

Now, as the training manager, she uses her skills to assist our regional manager, support managers, and client managers with all of their needs in training programs and developing employee career plans. Her background as a field officer makes her ideal in the training process. One of the core traits of her character is her desire to help people use their talents to their full potential. As a part of Cypress, she continues to strengthen the company by training responsible and qualified individuals and maximizing each assignment for the overall benefit of the community at large.

**Carl Cunningham**  
**Business Development Manager**  
**Cypress Private Security, LP**



**Expertise**

Business Management,  
Business Development,  
Security Operations,  
Professional Sales,  
Workplace Injury Prevention,  
Healthcare Security Program  
Development, High Rise and  
Commercial Building  
Certifications

**Professional Affiliations**

American Society of  
Industrial Security (ASIS),  
Building Operators and  
Managers Association  
(BOMA), Institute of Real  
Estate Management (IREM),  
California Association of  
Community Managers  
(CACM), International  
Association for Healthcare  
Security & Safety (IAHSS),  
San Francisco Electronic  
Crimes Task Force (Secret  
Service), Northern California  
Regional Intelligence Center  
(Department of Homeland  
Security), InfraGard (FBI)

Carl Cunningham joined Cypress Private Security in 2010 following a successful career working for a large, international security firm. When Mr. Cunningham encountered CPS and learned of its vision and values, he was immediately attracted to the company. Cypress Private Security is a growing regional company that fosters a small company's ability to reach out to individual clients and recognize each employee's efforts and contributions. These are traits Mr. Cunningham has continued to develop in his role at CPS.

Mr. Cunningham says, "Shortly after joining Cypress Security, I knew it was a good career move where I could grow with the company. I encourage all quality security professionals to take a look at Cypress Security for the next step in their careers."

Working at the top security firm in the Western United States certainly is something he doesn't take for granted. He enjoys the camaraderie, not only between employees, but between the company and our clients. The personal consideration a client receives is something Mr. Cunningham truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the CPS management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Mr. Cunningham has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

#### 4. Relevant Experience

Since the founding of Cypress Private Security in 1996, CPS has continued to expand and evolve its operations, becoming an elite private security services agency in the Western United States. CPS employs armed and unarmed security officers that exceed stringent selection criteria and extensive training and certification levels in order to serve critical facilities and dynamic government clients. CPS' critical facility clients benefit greatly from the speed, personal service, and flexibility of a thriving local provider and, at the same time, experience the strength and support of a regional leader.

CPS' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Government agencies similar to the Department of Public Works find CPS to be the ideal security services partner.

According to the San Francisco Municipal Transportation Agency 2011 Performance Review (contracting over 80 CPS armed and unarmed officers from 2008 to present), "Cypress has assisted with all SFMTA needs throughout the contract term while costs have remained approximately \$1 million under budget. Cypress has seamlessly resolved problems and issues as required by the contract. The company has accepted all responsibility for resolving problems within its scope of services and implemented corrective actions quickly."

As the incumbent security provider for the County of LA DPW, CPS is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable CPS to meet the requirements of modern facilities and the demands of highly responsible and highly sophisticated clients. Several other relevant current and recent CPS clients include:

- Los Angeles Police Department
  - \$2 million per year
  - 2/2017 to present
  - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
  - \$5.5. million per year
  - 09/2013 to 11/2018
  - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- Arts District Los Angeles
  - \$680K per year
  - 11/2017 to present
  - Unarmed officers provide bicycle, foot, and vehicle patrol. Officers provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.



- City of Glendale
  - \$600,000 per year
  - 04/2012 to present
  - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
  - \$500k per year
  - 2/2018 to present
  - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
  - \$50,000 per year
  - 01/2012 to present
  - Unarmed services for the transit center. Access control, foot patrol, emergency response.
- City of Modesto
  - \$400k per year
  - 07/2012 to present
  - Unarmed services for various City facilities including office buildings, and administrative facilities. Duties include mobile and foot patrols, access controls, and emergency response.
- San Francisco Municipal Transportation Agency
  - \$7 million per year
  - 09/2008 to present
  - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- Fillmore Center (San Francisco)
  - \$800k per year
  - 12/2015 to present
  - Unarmed services. 24/7 coverage for 1.1 million SF high-end residential towers and mid-rise complex with commercial tenants covering four city blocks in a mixed

income neighborhood. Duties include roving foot/bicycle patrols, emergency response, and access control. CPS also staffs a security control center.

- East Bay Municipal Utility District
  - \$2.5 million per year
  - 07/2004 to present
  - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
  - \$3.1 million per year
  - 5/2015 to present
  - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.


Cypress Private Security serves a number of relevant government clients. Among the largest and most complex are the **San Francisco Municipal Transportation Agency (SFMTA)**, the **Los Angeles Police Department**, the **City of Glendale**, and the **East Bay Municipal Utility District**. At the 1.2 million square foot **Ronald M. George State Office Complex** in San Francisco, Cypress provides security to a class-A high rise multi-tenant office building. There, Cypress performs access control screening (visual, X-ray station, magnetometer, and wand screening) and operates and monitors a variety of electronic security technology such as a proximity card access system and fire control center. Since beginning these partnerships, CPS has instituted proven management and security practices that have increased public safety and reduced vandalism to client property. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of transit security meets its stated goals. Every CPS officer and manager attends monthly quality control meetings in order to document issues, evaluate them, and implement the proper solution. This organized process allows CPS to share best practices across all company lines.

5. Minimum Mandatory Requirements


1) PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
 478 TEHAMA ST  
 SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
 Partner - LLC CYPSEC  
 Partner - JONAS TEGNERUD  
 Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date. The license is issued pursuant to and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
 Bureau of Security and Investigative Services  
 P.O. Box 989002  
 West Sacramento, CA 95798-9002  
 (916) 322-4000

- - - POST IN PUBLIC VIEW - - -

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**2) Years of Experience**

Cypress has 23 years of experience providing security services for private and public institutions. The company was founded in 1996 and has been providing security continuously ever since.

**3) Experience of Supervising Employee**

Felix Guerrero, our regional manager, has worked in the security industry for about 20 years, and he has been at Cypress since 2009 in a managerial capacity.

**4) Bid Guaranty**

Cypress has included the requested bid guaranty with this proposal. It is included as an attachment.

**5) Faithful Performance Bond**

If awarded the contract, Cypress agrees to provide a faithful performance bond in the sum of not less than 50% of the annual contract price, as specified in the RFP.

## 6. WORK PLAN

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### Staffing Plan

Cypress will utilize its training and managerial resources in order to implement a site assessment and training program, maximizing its incumbent status throughout the transition and delivery of the work plan. While we will still need to transition new locations, they will also benefit from this enhanced transition plan. Lead by Felix Guerrero, Rodrigo Casillas, and Marc Mendoza, our familiarity with the intricacies of working for and with the County will allow us to focus on what matters most: officer development with the goal of customer service and asset protection. While our managers, with over 60 years of security experience, begin updating the post orders and implementing our work plan, they will utilize some of the following resources. For the benefit of Public Works, our officers, managers, and client will be supported by our manned 24/7 watch commander station located in Santa Fe Springs. Our hands-on mechanism for officer support and site check training program is operating with over 336 hours per week of mobile supervision/training through its various quality control management programs. Delivery of service will not just be in the field. Jennifer Pinelo and her team at the local officer are available to help officers with uniforms, inquiries, and schedule changes if needed. Building and retaining a highly effective security program is a hands-on and labor-intensive job. This is one of the primary reasons why Cypress is uniquely qualified to perform the work for LACDPW. We know the tasks required and are preparing to evaluate and improve wherever possible our current program. Included here is our current staffing plan for Public Works. The staffing plan will be updated to account for the new scope of work to reflect the new RFP.



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
STAFFING PLAN

COMPANY NAME: Cypress Security  
 COMPANY ADDRESS: 9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670  
 PROJECT: Security Services Contract# 78216  
 DEPARTMENT NAME: LACO DPW Field Facilities

Employee Name	Facility or Location	Position Title	Rover(s) (Back-Up)	Work Schedule	Hours Worked Per Day	Full Time/Part Time	Hours							County Total Hrs	Non-County Total Hrs		
							Mon	Tues	Wed	Thurs	Fri	Sat	Sun				
Aragon, Bianca E	2275 Alcazar	Aimed Security		0700-1500	8	Full Time	OFF	OFF	8	8	8	8	8	8	8	40	
Josefita Peralta	Pacoima Dam	Aimed Security		1500-2300	8	Part Time	OFF	OFF	OFF	OFF	OFF	8	8	8	24		
Maged Sadak	QCM	Aimed Security Unarmed/Aimed	Rover	1800-0600	8	Full Time	8	8	8							40	
Rick Carter	LAC Park&Ride Via Verde LAC Park&Ride Via Verde LACO DPW Eaton yard LAC Park&Ride Fairplex	Unarmed security Unarmed security Unarmed security Unarmed security		1300-1900 1400-1900 0000-0800 1300-2000	6 5 8 7	Full Time				6					6 15 8 7		
Catano, Rogelio	Hollydale Yard Hollydale Yard	Aimed Security Aimed Security		0000-0800 1600-0000	8 8	Full Time	OFF					8	OFF	8	16 24		

Corrado, Jose D.	Imperial yard	Armed Security		0000-0700	7	Full Time		7	7				14	
	Imperial yard	Armed Security		0000-0800	8					8			8	
	South Yard	Armed Security		0000-0600	6						6		6	
	South Yard	Armed Security		2200-0600	8				OFF OFF				8	
Johnny C. Tan	Imperial Yard	Armed Security		0000-0800	8	Full Time					8		8	
	Imperial Yard	Armed Security		0000-0700	7				7	7			21	
	South Yard	Armed Security		0800-1600	8			OFF OFF			8		8	
Felix Guerrero														
Richard Parfoja	Regional Manager	Manager	Rover	0800-1600	8	Full Time				8	8	8	OFF OFF	40
	GWP	Unarmed Security		1100-1700	6	Full Time				6	6			12
	GWP	Unarmed security		0900-1700	8					8	8			16
	LACO DPW Eaton yard	Unarmed security	Rover	0800-1600	8			OFF				OFF	8	8
Navarrette, Antonio	South Yard	Armed Security		1700-2300	6	Full Time				6				6
	South Yard	Armed security		0600-1400	8							8		8
	South Yard	Armed security		2300-0600	7			OFF OFF	7	8	8			23
Espinoza, Santos	1525 Alcazar Yard	Armed Security		1500-2300	8	Full Time				8	8	8		40
Garcia, Hector R.	LAC Park&Ride Ventura	Unarmed Security		0600-14000	8					8	8	8	OFF OFF	40

Jackson, Terry L.	Imperial Yard	Armed Security	1700-2400	7	Full Time	7	7	7	7	7	7	OFF	OFF	35
Ochoa, Rudy	1525 Alcazar Yard South Yard	Armed Security Armed Security	1500-2300 2300-0600	8 7	Part Time	7	7	OFF	OFF	OFF	OFF	8	8	16 14
Haban, Perfecto	1525 Alcazar yard	Armed Officer	2300-0700	8	Full Time	8	8	8	OFF	OFF	8	8	8	40
Perez, Francisco	1525 Alcazar Yard 1525 Alcazar Yard 2275 Alcazar Yard	Armed Security Armed Security Armed Security	0700-1500 1500-2300 1500-2300	8 8 8	Full Time	8	8	OFF	OFF	OFF	8	8	8	16 16 8
Portillo Freddy	HACLA	Unarmed Security Unarmed Security	0000-0800 0000-0800	8 8	Full Time	8	8	8	8	8	8	8	8	40
Ynchausti Ricardo	LAC Park&Ride Fairplex LAC Park&Ride Fairplex LAC Park&Ride Fairplex	Unarmed Security Unarmed Security Unarmed Security	0500-1300 1200-2000 0500-1200	8 8 7	Full Time	8	8	8	8	7	7	OFF	OFF	16 8 14
Velasquez Senia	LAC Park & Ride Acton	Unarmed Security	0400-0800	4	Part Time	4	4	4	4	4	4	OFF	OFF	20
Espinoza Freddy	2275 Alcazar Yard 1525 Alcazar Yard	Armed Security Armed Security	2300-0700 2300-0701	8 8	Full Time	8	8	8	8	8	8	OFF	OFF	24 16



Name	Location	Service	Rate	Days of Week							Total		
				MON	TUE	WED	THUR	FRI	SAT	SUN			
Daniel Herrera	Eaton yard	Unarmed Security	1600-000	8									8
Rosas Elvira	LAC Park&Ride Via Verde	Unarmed Security	0600-1400	8	8	8	8						32
	LAC Park&Ride Fairplex		0500-1200	8				7					7
Casillas Rodrigo	LACCM	Rover	0800-1600	8	8	8	8						32
				8									8
See Ing Go Chua	San Gabriel Patrol	Armed Patrol	0800-1600	8				8	8				16
	San Gabriel Patrol	Armed Patrol	0000-0600	6	6	6	6						24
Jorge A Hernandez	Rio Hondo Patrol	Armed Security	1500-2300	8	8	8	8						32
		ROVER											
Alanis Jesus	LACO DPW Palmdale Yard	Armed Officer	2200-0600	8	8	8	8						32
Edwin Guerrero	Building and Safety South West	Unarmed Officer	0800-1800	10									10

Alex Mets		1730-0000	0.5	Full Time	6.5	6.5	6.5	6.5	6.5	6.5	7	7	7	14	26
		1730-0030	7						OFF						
Tandeka Arcilia-hall															16
		Rover	8	Full Time	8						8	8	8	24	
	HACLA Imperial Yard														
Alfredo Francisco															
	Rio Honda Patrol	Rover	8		8	8	8	8	8	8	8	8	8	40	
Mancilla Alfredo															
		Unarmed Officer	5	Full Time	5	5	5	5	5	5	5	5	16	10	
	GWP Patrol	Armed Officer	8												
	San Gabriel Patrol	Armed Officer	6.5												
	LA Puente Building & Safety	Armed Officer	8						8.5					8	
	Eaton yard	Unarmed Officer	5	Full Time	6	6	6	6	6	6	6	6	6	30	8
Jose Luna Solano	Eaton yard	Unarmed Officer	8											8	
	Eaton yard	Unarmed Officer													
Espinoza Lisbeth															
	South yard	Armed Security	8	Full Time											
Sandra Ramos															
	South Yard	Armed Security	8		OFF	8	8	8	8	8	8	8	8	24	
	ND Sepulveda	Unarmed	8	Full time	8									16	24
Ivan Desaghamo															
	Hansen Yard		8												
Luisso Martinez															
	HACLA	Armed Officer	8							8	8	8	8		
	LACO DPW FF	Armed Officer	8												40
Luisso Martinez	Glendale transit center	Unarmed Security	8	Part-Time	8	8	8	8	8	8	8	8	8	8	40
	LACO DPW FF	Armed Security	8												

Nancy McCue	LA Puente Building & Safety San Gabriel Patrol	Armed Security		0000-0730	8	Full-Time				7.5	7.5							15
		Armed Security		0000-0800	8							8	8	8	8			24
Gavorg Migdesyan	LAC Park & Ride Ventura	Unarmed Security		1400-1800	4	Full time				4	4	4	4					20
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0600-1600	10	FULL TIME				10	10	10						40
Luis Rodriguez	LACO DPW HQ	Armed Security	Rover	0600-1800	10	FULL TIME				10	10	10						40
Melanie Montez	LAC Park & Ride Fairplex	Unarmed Security		1200-2000	8	Full Time				8	8							16
	LAC Park & Ride Fairplex	Unarmed Security		1300-2000	7					7								7
	LAC Park & Ride Via Verde	Unarmed Security		0600-1300	7													7
	LAC Park & Ride Via Verde	Unarmed Security		1400-1900	5													5
Edgar Montiel	LACO DPW HQ	Armed Security	Rover	0800-1800	10hrs	FULL TIME				10	10	10						40
Rigoberto Solano Luna	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time				8	8	8	8					40
Alejandro Velez	HACLA LACO DPW FF	Armed Security	Rover	0800-1600	8	Full time				8	8	8	8					40
Emad Sakla	2275 Alcazar yard LACO DPW FF	Armed Security	Rover	2300-0700	8	Full Time				OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	40
Angel Cuevas	2275 Alcazar yard	Armed Security		0700-1500	8	Full time				8	8	8	8					40

Wilfredo Velazquez	LAC Park&Ride Action	Unarmed Security	0800-1500	7	Full Time	7	7	7	7	7	7	7	35
Arturo Solzano	LACO DPW FF	Aimed Security	ROVER(S) 1600-0000	8	FULL-TIME	8	8	8	8	8	8	8	40
Rene Cuadroz	LACO DPW FF	Aimed Security	ROVER(S) 0000-0800	8	FULL-TIME	8	8	8	8	8	8	8	40
Rita Dees	QCM	QCM	Rover 0800-1600	8	Full Time	8	8	8	8	8	8	8	40
Cindy Rubalcava	QCM	QCM	Rover 0800-1600	8	Full Time	8	8	8	8	8	8	8	40
Isabel Espinoza	HACLA	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME	8	8	8	8	8	8	8	40
Evan Gonzales	HACLA	Unarmed Security	ROVER(S) 0100-0500	8	FULL-TIME	8	8	8	8	8	8	8	40
Serob Metsuyan	Building and Safety La Puente	Aimed Security	2300-0700	8	FULL-TIME	8	8	8	8	8	8	8	40
Wilyam Morales	Rio Honda Patrol	Aimed Security	0800-1600	8	FULL-TIME	8	8	8	8	8	8	8	40
Ralph Sanchez	LAPD Contract	Unarmed Security	ROVER(S) 0000-0800	8	FULL-TIME	8	8	8	8	8	8	8	40
Robert Saran	HACLA	Aimed Security	ROVER(S) 0000-0800	8	FULL-TIME	8	8	8	8	8	8	8	40
Kaseana U. Jackson	HACLA	Unarmed Security	ROVER(S) 0000-0800	8	FULL-TIME	8	8	8	8	8	8	8	40
Carlos Ortega Moz	LACO PDW Action	Unarmed Security	1530-2230	7.5	FULL-TIME	7.5	7.5	7.5	7.5	7.5	7.5	7.5	37.5
Troy Crawford	1525 Alcazar yard	Aimed Security	1500-2300	8	FULL-TIME	8	8	8	8	8	8	8	40
Jose Vidana	LA Support Manager	Unarmed Security	ROVER(S) 0800-1600	8	FULL-TIME	8	8	8	8	8	8	8	40
Gary Torres	QCM	Aimed Security	ROVER(S) 1100-1900	8	FULL-TIME	8	8	8	8	8	8	8	40
Kwame Perris	Roscoe's	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME	8	8	8	8	8	8	8	40
Masood Owraighi	HACLA	Unarmed Security	ROVER(S) 1600-0000	8	FULL-TIME	8	8	8	8	8	8	8	32



Steve Hernandez	LACO PHF	Unarmed Security	ROVER(S)	0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	40
Keith Jetter	LACO PHF	Unarmed Security	ROVER(S)	0800 - 1600	8	FULL-TIME	8	8	8	8	8	8	40
Toya Given	HACLA	Unarmed Security		2200 - 0600	8	PART-TIME	8						24
Mania Rohr	SFS PATROL	Unarmed Security	ROVER(S)	2000 - 0400	8	FULL-TIME	8	8	8	8	8	8	40
Jerry Beamon	HACLA	Unarmed Security	ROVER(S)	2000 - 0400	8	PART-TIME	8						24
Andres Vera	LA QCM	QCM	ROVER(S)	1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	40
Tammy Carlos	HACLA	Unarmed Security		2000 - 0400	8	PART-TIME	8						32
Francisco Rivera	LACO DPW HQ	Armed Security	Rover	0800 - 1600	10	FULL TIME	10	10	10	10	10	10	40
Desire Perez	LAC Park&Ride Via Verde	Unarmed Security		0600-1400	8	Full Time	8	8	8	8	8	8	32
Stephen Sautenas	LAC Park&Ride Fairplex			0500-1200	8						7		7
Isaac Guevara	SFS QCM	QCM		0600 - 1400	8	FULL-TIME	8				8	8	40
Juan Morales	SFS QCM	QCM		2200 - 0600	8	FULL-TIME	8	8	8	8	8	8	40
Juan Morales	LACO DPW	Unarmed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	40
Jonathan Castro	SGT PHF	Armed Security		2300 - 0700	8	FULL-TIME	8	8	8	8	8	8	40
Luis Arliga Flores	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8				8	8	40
Bryan Espana	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	40
Robert Garcia	SGT. PHF	Armed Security		0700 - 1500	8	FULL-TIME	8				8	8	40
Lerna Mays	LACO PHF	Unarmed Security		1600 - 0000	8	FULL-TIME	8	8	8	8	8	8	40
Emma Padilla Camp	LACO PHF	Unarmed Security		0800 - 1600	8	FULL-TIME				8	8	8	40
Frank Tackwood	Rover	Unarmed Security	Rover	1600 - 0000		On Call				8	8	8	0
Sylvana Thomas	LACO PHF	Unarmed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	40
Trevon White	LACO PHF	Unarmed Security	Resigned	0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	40
Hugo Hinojosa	QCM	QCM		0700 - 1500									
Nicole Hamson	DPW PHF	Unarmed Security	ROVERS	2300 - 0700	8	FULL-TIME				8	8	8	40
Saul Martinez	Hansen Yard	Armed Security		0000 - 0800	8	FULL-TIME	8	8	8	8	8	8	40
Narendra Parmar	HACLA	Unarmed Security		2000 - 0400	8	FULL-TIME							40
Narendra Parmar	HACLA	Unarmed Security		2100 - 0900	8	FULL-TIME	8	8	8	8	8	8	40



Michelle Ramirez	San Gabriel Patrol	Armed		0000-0500 1600-0000	5 to 8	FULL-TIME				5	5	5	8	8	8	31	
La Wanda Reed	DPW Yards, PHF, LAPD	Unarmed		0000-0500 0800-1600	5 to 8	FULL-TIME			5	5	5	5	8	8	20	16	
Jovidean Hinojosa	Quality Control Manager	CCM	ROVERS	0000-0800	8	FULL-TIME				8	8	8	8	8	40		
Maria Vizzairo	Ventura Park & Ride	Unarmed		0600-1400	8	FULL TIME				8	8	8	8	8	40		
Gilbert Baylis	LAPD Contract	ARMED	ROVERS	0630-1500	8	FULL TIME	6.5	8	8	8	8	8	8	8	38.5		
Joseph Cardler	LAC DPW FF	ARMED		0000-0800	8	FULL TIME	8			7	7	8	8	8	38		
Keary Frias	PHF RIO HONDO	UNARMED		1830-0000 0000-0630	6.5	FULL TIME	5.5	5.5	5.5	5.5	5.5	6.5	6.5	35			
Marcelina Reynolds	PHF Lomita	UNARMED		1830-0000		FULL TIME	5.5	5.5	5.5	5.5	5.5	5.5	5.5	33			
Rasheeda Shaheed	City of Glendale	UNARMED	ROVERS	1700-0000	5 TO 7	FULL TIME	5.8	5.8	5.8	5.8	5.8	7		30.2			
Samik Talavosian	ON CALL	ARMED	ROVERS	1600-0000	8	FULL TIME								40			
Efrain Telles	PHF SGT	ARMED		1830-0000	5.5	FULL TIME	5.5	5.5	5.5	5.5	5.5	5.5	5.5	33			



**Note:** All of the officers in the staffing plan above are full-time employees of Cypress. Some officers who do not serve a full 40 hours for Public Works make up the additional time for other Cypress clients.

Because Cypress is the incumbent security provider for Public Works, any transition would be minimal. However, our standard transition plan begins once Cypress receives the awarded contract. The client immediately will begin to experience a more disciplined, thorough, and systematic approach to security service. CPS will:



- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, CPS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Following are the minimum qualifications of all staff assigned to the Public Works security program.

#### **Unarmed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card) from the state where employed.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages in addition to English a plus).
- No history of felony convictions and must pass a multi-panel drug screen and background check.
- Ability to read, write, understand, and execute written orders, policies, procedures, instructions and handle requests and compile security reports for the client.
- Ability to stand in one location for extended period of times and or complete foot patrols as required by the site.
- Ability to respond to emergency or critical incidents and notify proper authorities as needed.
- Ability to pick up and carry a 20 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and take initiative in completing assigned tasks.
- Must be willing to accept shift work, weekends, holidays, and overtime if needed.
- Have a valid driver's license from the state where employed maintain a clean driving record subject to DMV Pull Program. Clean driving record necessary for patrol positions.
- Patrol and maintain general security of assigned property as described in Post Orders.
- Respond to reasonable business-related customer service requests, which are non-security related.

- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit Daily Activity Reports, Incident Reports, Accident Reports, Hazard Reports, and Condition Reports. Reports must be legible, and routed to Supervisor for distribution.
- Work under general supervision of site supervisor, quality control manager and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Maintain professional communication with clients and patrons.
- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Remain alert and vigilant while on duty.
- Assist other officers in a team-oriented environment.

#### **Armed Security Officer Minimum Qualifications**

- Must be at least 21 years old. High school graduate or equivalent.
- Possess and maintain a valid state guard registration (guard card), exposed firearm Card with endorsements for 9mm and .40 calibers, pepper spray/ tear gas certification and baton card.
- Ability to successfully pass a thorough oral interview panel.
- Ability to successfully pass a multi panel drug screen.
- Ability to successfully pass an MMPI-2 psychological evaluation.
- Have the legal right to work in the United States.
- Fluent in English (fluency in other languages a plus).
- No history of felony convictions or disqualifying misdemeanor offenses.
- Ability to read, write and understand written orders, policies, procedures, and instructions.
- Ability to stand in one location for extended periods of time.
- Ability to climb/walk up 10 levels/flights of emergency stairs.
- Ability to pick up and carry a 25 pound box at waist level.
- Demonstrate a positive attitude, outstanding customer service skills, and takes initiative while carrying out existing assignments.
- Ability to perform as a team player and act independently.
- Must be willing to work weekends, holidays and overtime.
- Respond to reasonable business-related customer service requests.
- Respond to security related complaints and ensure proper documentation is completed as required.
- Maintain and submit daily activity, incident, accident, hazard, and condition reports.
- Work under general supervision of site supervisor, field supervisor, and client manager.
- Maintain consistent performance, attendance, uniform appearance, and professional grooming.
- Demonstrate professional communications with clients, patrons, and co-workers.
- Patrol and maintain general security of assigned property as described in post orders.

- Respond to emergency calls including medical, fire and damage to property.
- Use two-way hand held radio to communicate with supervisor or other officers.
- Assist other officers in a team-oriented environment.

**Armed Officer Screening**

**Licensing Required** - All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services prior to applying to an armed security officer position.

**Previous Experience Screening** – Cypress recruiters screen all applications for armed security officer positions for previous relevant experience. This is to ensure we screen out any applicants who do not possess the qualifications and background for these positions.

**Oral Interview Panel** – After Cypress recruiters have determined an applicant meets the required licensing and qualifications, the applicant is set up for an oral panel interview with hiring managers. The oral panel interview consists of basic interview questions, job-related scenario questions, use of force scenario questions, and ethical behavior questions. The oral panel interview is rated pass or fail.

**Background Investigation and DOT Drug & Alcohol Screening** – Upon successful completion of the oral panel interview, applicants are setup to complete a 5-panel U.S. Department of Transportation (DOT) drug and alcohol screen, and background investigation. For additional information regarding background checks, see section 6.6. of this proposal.

**Personality Inventory/Psychological Assessment** – After successful completion of all other steps in the hiring process, applicants are given a conditional offer of employment. Employment is contingent of the successful completion of the Minnesota Multiphasic Personality Inventory II (MMPI-2). Cypress uses an experienced police psychologist to administer and assess all armed security officer candidates. The MMPI-2 testing gives Cypress an insight to the candidate's personal characteristics such as ability to work in a team environment, ability to work independently, ability to operate under stress, propensity to alcohol or substance abuse, and propensity to unsatisfactory work ethics or behavior. Candidates are screened with the same standards as an entry level peace officer under California Commission on Peace Officer Standards and Training (CA P.O.S.T.).

### 1. Account Executive/Supervisor

Felix Guerrero is the account executive/supervisor. He has over 20 years' worth of experience in the security industry, and has been with Cypress since 2009 in a managerial capacity. Currently, he is the regional manager. Marc Mendoza will be the assistant account executive. Mr. Mendoza has been with Cypress since 2013, but he served as a police officer in the Glendale PD for almost 20 years.

### 2. Uniforms and Equipment

**Uniforms:** CPS has a full-range uniform system which may be customized according to the requirements of the County of LA Department of Public Works. CPS quality control managers perform regular on-site field inspections and make sure that field officers' uniforms and appearance are presentable and professional.

The hard uniform conveys more of an authoritative security presence and is used both indoors and outdoors. The hard uniform consists of a bomber jacket (which can be substituted with a sweater), dress shirt (made of sturdy material), slacks, tie, black socks, and black shoes. It's a professional look for locations where there is a higher potential for security issues.

It is the intent of CPS to work with your management to use the most suitable uniform. CPS views this as an important component when building an identity for the security program that will channel the philosophies and image of Public Works.

Cypress Private Security provides all security personnel with a durable set of uniforms. Officers receive seven shirts and five pairs of pants, with free weekly uniform cleanings via our local support offices.



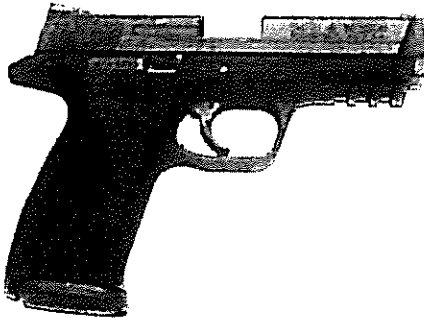
**Equipment:** The best security force always has the proper gear for the job, and CPS officers have access to an assortment of equipment in the field. We analyze your needs and apply the correct tools to maximize efficiency. These are examples of what we can provide for your site.



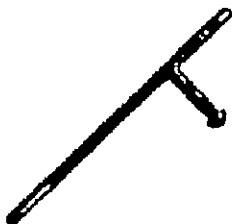
**Vehicles** – CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



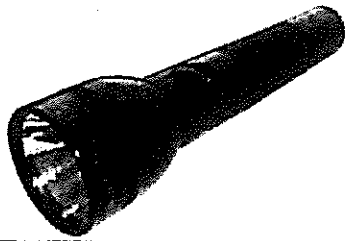
**Personal Protective Equipment** – CPS provides hard hats, safety goggles, safety vests, and any other necessary safety gear.



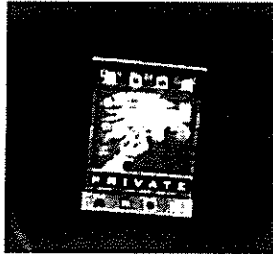
**Firearms** – At armed sites, CPS equips three types of semi-automatic handguns: the Beretta 92 (9mm), the Beretta 96 (.40), and the Glock 19 (9mm). These firearms have been approved by senior management and all armed CPS officers are fully trained.



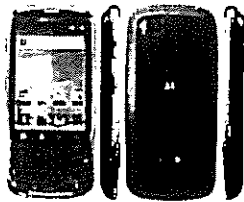
**Batons** – Your site-specific needs help dictate the proper non-lethal weapon. CPS uses two types of batons: ASP Expandable Batons and side handle batons.



**Flashlights** – CPS uses different types of flashlights depending on the site. The Maglite 3 and 4 as well as cell LED flashlights are available for the officers on duty.



**iPad** – Officers will be provided with a Cypress iPad for report writing purposes. This Wi-Fi-enabled tablet will allow officers to quickly write and upload reports to the client portal. The iPad can also be used to access Cypress' scheduling and workforce management systems, and access company policies and procedures documents as well as training materials.

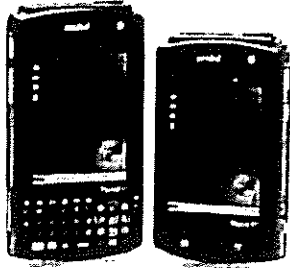


**Cell Phones** – CPS officers are trained and familiar with modern communications technology including smartphones. Officers at the Public Works sites will be able to use a cell phone, provided by CPS, for on-the-job two-way radio purposes. These smartphones include the Direct Connect push to talk feature, email, camera, and phone capabilities. Phones have expandable capacity to provide guard tour functions as well. Officers will maintain, with all due responsibility, good upkeep of all devices and equipment provided to them.

### **The Cypress Management and Tracking System Powered by D3**

Through the Cypress Management and Tracking System (CMTS) powered by D3 technology, our officers will be able to perform thorough and complete patrols. In addition, because the D3 system is fully verifiable, our officers will be held fully accountable for their actions. CPS uses CMTS allowing for both indoor and outdoor real-time performance monitoring. This technology uses cellular and Web-based technology to manage and remain in communication with field officers as they make their patrol rounds. Bar code reader technology allows for guard tracking. The system also allows officers to create detailed reports and quickly and efficiently report and log any incidents that may occur. CMTS gives the control room the ability to:

- Track, monitor, and manage field officers.
- Pinpoint the closest officers for dispatch.
- Communicate via voice and text.
- Create detailed reports outlining all incidents, activities, and statistics.
- The system will also automatically notify CPS and your management of any severe or critical incident that takes place. This allows CPS and Public Works to access incident report information in real-time as it is being entered by security officers in the field.



**Cypress Management and Tracking System – CMTS** is designed to solve the business need for configurable data collection, workflow, and analysis. This incident reporting and case management system consolidates data from multiple channels and provides a common incident repository, eliminating redundant proprietary databases while maintaining data integrity. Customizable workflow triggers repeatable actions, including collaborations, approvals, notifications, escalations, and task assignments – all in a synchronized and portable platform.

### Regular Reports

The D3 system can track any aspect of the security program: incidents, emergencies, officer performance, and more. The system can be customized to be as specific as the client wishes. For example, officers performing standard patrols at a parking lot would use D3 to log parking violations at their site, including such information as model and make of the car, license plate number, time of the violation, etc. Building conditions reports (e.g., broken elevator, damaged doors, lightbulbs) and more serious incidents (such as vandalism or theft) are also logged into the D3 system. We can then take all of the data and create a graph that will visually illustrate all of the month's activities (or any other increment of time). During monthly meetings, we can present the findings to the client and use the statistics to improve the security program. Over time, this data becomes more and more useful as we are able to evaluate trends and identify (and subsequently minimize or even eliminate) specific trouble spots. It can also show us how we have improved over time.

The use of predictive data and historical data has proven to be effective for all of our major clients. CPS can collect and control the data for the client's convenience. In other words, Cypress owns the data, and other parties cannot acquire your security data via public information requests. We have used this reporting technology to help various clients in the LA region, such as the LAPD. The data we have collected while serving their program has led to actionable information resulting in improved performance and reduction of crime. For example, through D3, CPS has been able to collect crime statistics for the ADLA in order to show unarmed officers can still be effective while serving that District. Over time, our data ended up supporting our recommendation to the ADLA to lean towards more unarmed guards as opposed to armed.

The D3 system can also be used to directly evaluate our own officers' performance. Because the D3 system is fully customizable, we can create data fields that keep track of various aspects of officer performance. For example, we can keep track of the number of times an officer is late to his/her shift, the number of times an officer's appearance/uniform does not meet expected standards, and other similar concerns. In these cases, if an officer's performance is unsatisfactory, the supervisor will be made aware and can speak with the officer and create a corrective action plan (or remove and replace the officer, if necessary).

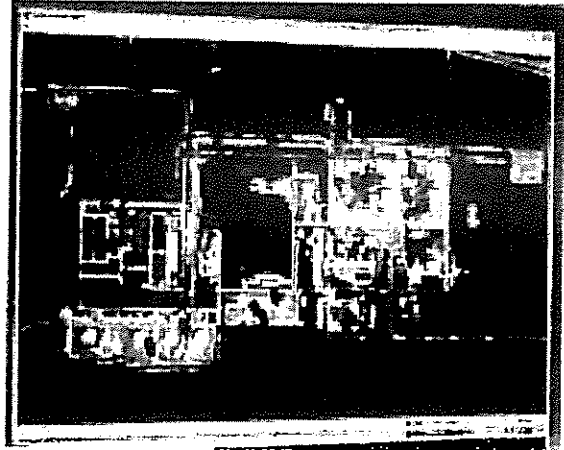
CPS takes client satisfaction very seriously and makes efforts to ensure that the security program does not grow stagnant. Our self-evaluation process is continuous and we strive to be proactive in rooting out security problems and encouraging our officers to perform at their peak level. That said, we realize that statistics alone do not always represent the ultimate picture of a security program, so regular meetings with the Public Works security liaison will certainly be useful in evaluating the project on an ongoing basis.

### Geospatial Intelligence Analytics

The D3 Geospatial Intelligence Analytics (GIA) feature will allow dispatchers and managers the ability to track individual security officers in real time. GIA uses the map overlay function make sure that officers' patrol routes correspond with areas with the most incidents. GIA will also allow a dispatcher to assign the closest security officer to respond to a situation. Key features of the GIA include:

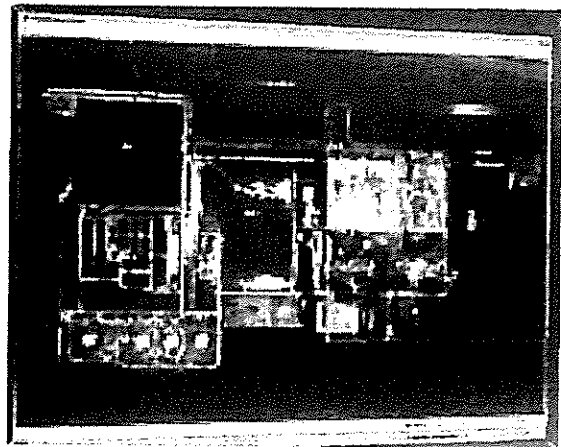
**Location-based Incident Tracking and Analysis**

- Import and overlay multiple layers
- Color-coded incident icons
- Type, date range, reoccurrence, and area filters
- Mouse over icons for incident details; click for full report
- Heat map, area-based activity analysis
- Countermeasures and image asset library overlays



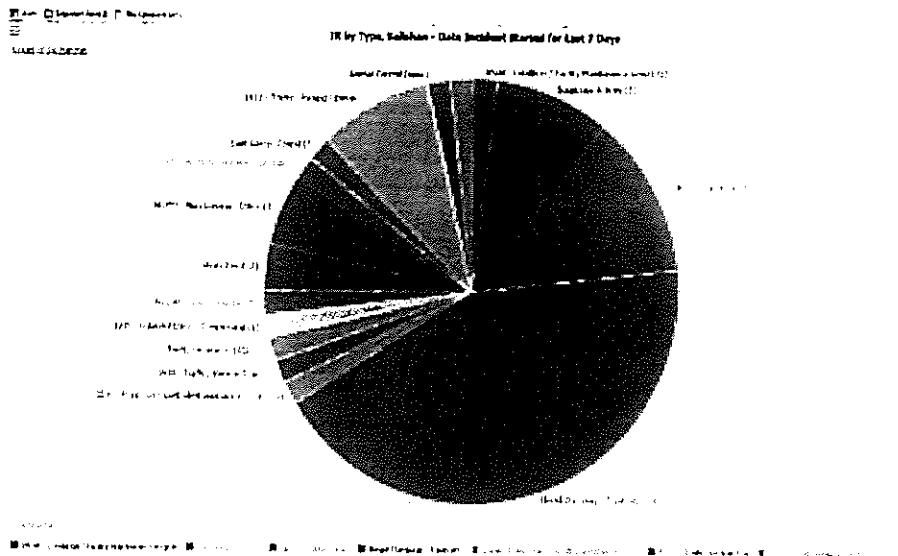
**Guard Tour Security Patrol Routes**

- Display guard tour patrol routes and checkpoints
- Analyze incident activity against allocation of personnel
- Dynamically edit patrol routes in real time

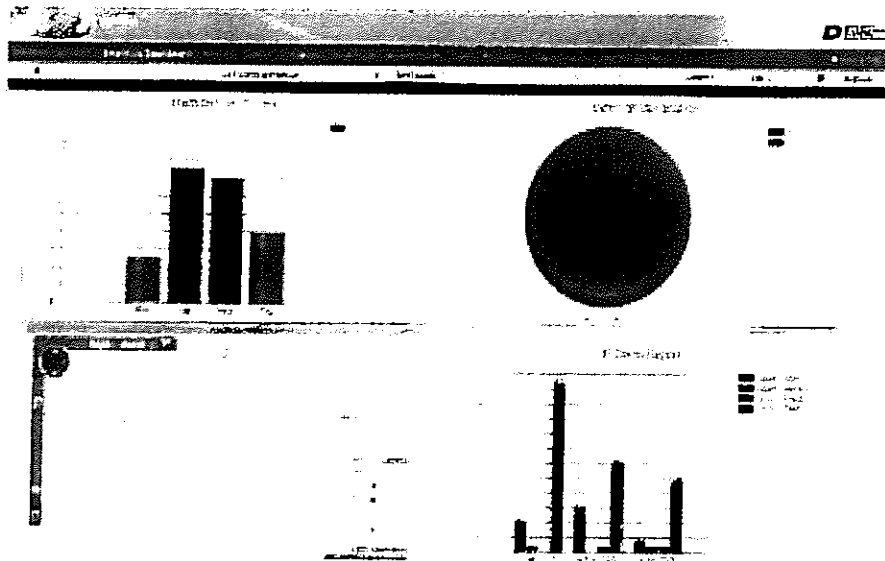


**D3 Analytics and Reports**

The built-in D3 Analytical Dashboard allows the user to select from a multitude of prefabricated reports that can be generated automatically and sent to the client management team. In addition to this, the D3 system can also generate fully customizable reports that will allow the user to best implement the data collected from the security officers in the field. All reports can be pulled manually or set up to be generated and emailed on a scheduled basis.







**D3 Dispatch**

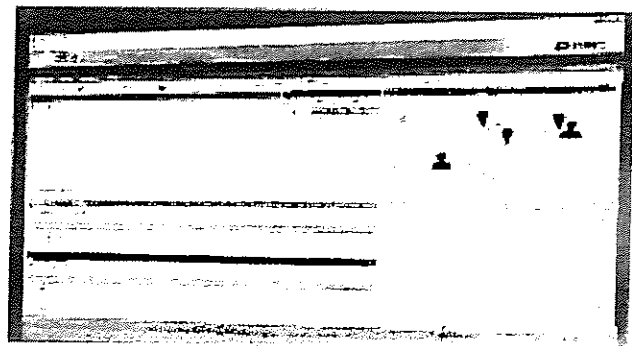
D3 Dispatch (computer-aided dispatch) provides real-time, end-to-end tracking of an occurrence from call receipt through resource deployment, arrival and outcome. The D3 Dispatch system provides the features of large enterprise dispatch systems, at a mid-market price point.

Using the system, dispatch operators assign resources, including security officers, maintenance staff, and third party suppliers. The easy-to-use interface consists of customizable forms, enabling dispatch operators to capture exactly the information they need and efficiently assign resources. With a single click, a standard dispatch can be escalated to an incident report for follow-up and investigation.

The system incorporates comprehensive search and analysis reporting. Instantly generate reports on any data to analyze and monitor changing environmental patterns, performance, and workload.

**Features and Benefits**

- Real time, map-based activity tracking
- Staff scheduling application
- Comprehensive response reporting and analysis
- Daily activity log
- Web based
- Fully customizable



### 3. Training Programs

CPS is committed to the professional growth of every employee within the company. At CPS, training is an ongoing process that never stops. Each employee receives a career enhancement plan so they can focus on enhancing their strengths and eliminating their weaknesses. This plan takes into consideration the employee's personal goals and how they correlate with CPS corporate objectives. CPS' objective is to deliver outstanding security services to each client. The first training section any CPS employee undergoes is a thorough overview of the company philosophies.

**Development Training Structure:** CPS' training platform covers all aspects of security, including operational and business strategies, to best prepare all employees for their duties. The development training is divided into three careers and training blocks: professional security officer (PSO), quality control manager (QCM), and Cypress leadership training (CLT) program. Each of these cornerstones consists of several different steps and training modules. The development training allows each employee within the company to truly seek a career path that enhances their skill sets, ambitions, and performance.

**Professional Security Officer Training Outline:** The CPS professional security officer (PSO) training program is part of the foundation in providing high quality security services. The PSO program is divided into three different levels of training. Each level has a set number of classes that need to be completed before moving on. The entire PSO program consists of 42 different classes. The training classes vary from 2-8 hours of training time, and it takes 82 hours to reach PSO level 3. Before being assigned to any site, officers must complete level 1. The PSO program is recognized in the security industry for meeting the highest possible standards. The foundation of the PSO program is found in the strict guidelines put forth by the state of CA, BSIS.

#### Training at CPS:

- 40 hours of initial training.
- Over 50 different training modules offered to all employees.
- 100% of employees meet annual training requirements.
- In-house certified trainers.
- 80% passing score required for each training module.
- In-house CPR and first aid training program.
- 100% of training documented.
- 100% of employees participate in annual refresher and development training.
- Proprietary online training system accessible to all employees.
- Each employee has a personal training plan to follow based on career enhancement goals.
- Instructor-led classroom training.
- Scenario training between teacher and student.
- Training curriculums set for each client.

The following table outlines the steps of the PSO program.

### Security Officer – PSO Level 1

- The PSO Level One designation helps build a solid foundation of the security profession. Through the Level One step, officers are given the opportunity to establish a substantial understanding of the security industry. They will also develop their roles and functions within CPS.

### Security Officer – PSO Level 2

- In the PSO Level Two designation, there is a greater emphasis on training. Security officers focus on training areas such as communication and handling difficult people and challenging situations. This will help security officers in their daily work as they interact with clients, visitors, and other individuals in a safe, polite, and ultimately professional manner.

### Security Officer – PSO Level 3

- The PSO Level Three designation teaches security officers to be well-versed in critical areas such as fire and life safety systems. The Level Three designation will also focus on workplace violence and sexual harassment prevention, as well as access control training. The PSO Level Three designation prepares security officers to become senior security officers.

Fig: PSO Level 1 through Level 3

The following chart outlines the different classes within the different steps of the PSO training.

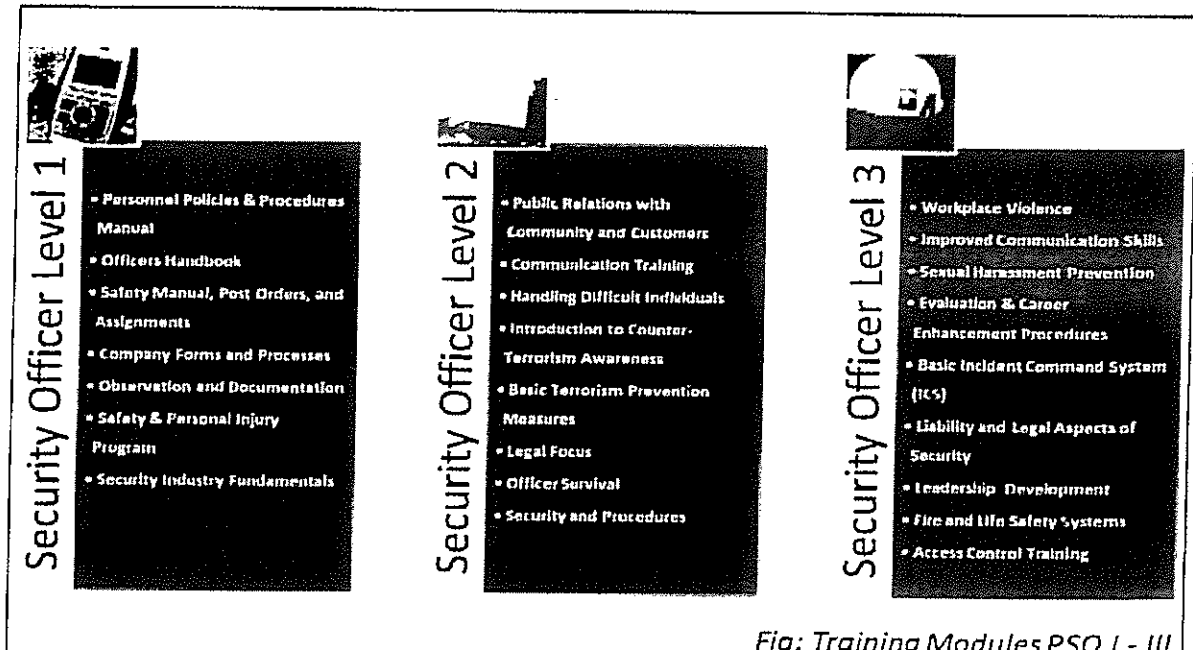


Fig: Training Modules PSO I - III

**On-the-Job Training**

CPS develops an OTJ program for each site and post. These field training manuals are based on CPS' thorough review of the job duties. The security site assessment serves as the basis for the development of the OTJ program. Our comprehensive OTJ program addresses items including, but not limited to, the following:

<b>CYPRESS SECURITY</b>	<b>OJT CHECKLIST</b>	
<b>FOR SITE-SPECIFIC ON-THE-JOB TRAINING</b>		

<b>SECURITY OFFICER'S NAME</b>	<b>LAST NAME</b>	<b>FIRST NAME</b>
<b>TRAINING OFFICER'S NAME</b>		
<b>CLIENT OR WORKSITE</b>		<b>EMPLOYEE No.</b>

- INSTRUCTIONS:**
1. Your supervisor or site training officer is to train you on each item below. After being trained on each item, you and your trainer must place your initials in the appropriate spaces. If any of these items are not applicable to your worksite, place an N/A (not applicable) next to that particular item.
  2. This OJT Checklist is to be completed upon your arrival at the worksite.
  3. When this OJT Checklist is complete, your supervisor must send it to the main office, for entry into your Employee Personnel file and into the Valiant computer system.

TRAINING ITEM	TRAINER INITIALS	TRAIREE INITIALS
Cypress Policies & Procedure Manual		
Security Officer's Chain-of-Command		
Customer Chain-of-Command		
Emergency Contact List		
Cypress Security's General Orders		
Uniform Requirements		
Personal Appearance Standards		
Post Orders		
Hours of Operation		
Access Control		
- I.D. Checks		
- Key Control		
- Visitor Procedures		
- Deliveries & Contractors		
- Off-Hour Access Control		
Patrol Routes & Procedures		
Fire Emergency Procedures		
- Fire Alarm Procedures		
- Fire Extinguisher Locations		
- How to Use Fire Extinguishers		
- Notification Procedures		
- Building Evacuation Plan		

TRAINING ITEM	TRAINER INITIALS	TRAIREE INITIALS
Medical Emergency Procedures		
- Telephone Contacts		
- Actions to Take		
Bomb Threat Procedures		
Heating & Air Conditioning Problems		
Electrical/Power Emergencies		
Elevator Emergencies		
Water Leaks In the Building		
Bad Weather Procedures		
Crime Emergencies		
Telephone & Computer Procedures		
How to Operate Site Security Equipment		
Special Equipment: radio, flashlights, wands, pagers, close-circuit TV		
Report Writing		
- Daily Operations Logs		
- Incident Reports		
Lost & Found Policy & Procedure		
Employee Accident Reporting Procedure		
Customer Service Procedures		
Handling Hostility/Crisis Intervention		
Safety Orientation		

DATE OJT COMPLETED:

SECURITY OFFICER SIGNATURE: \_\_\_\_\_

TRAINING OFFICER SIGNATURE: \_\_\_\_\_

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

**WHEN YOU'RE DONE:**

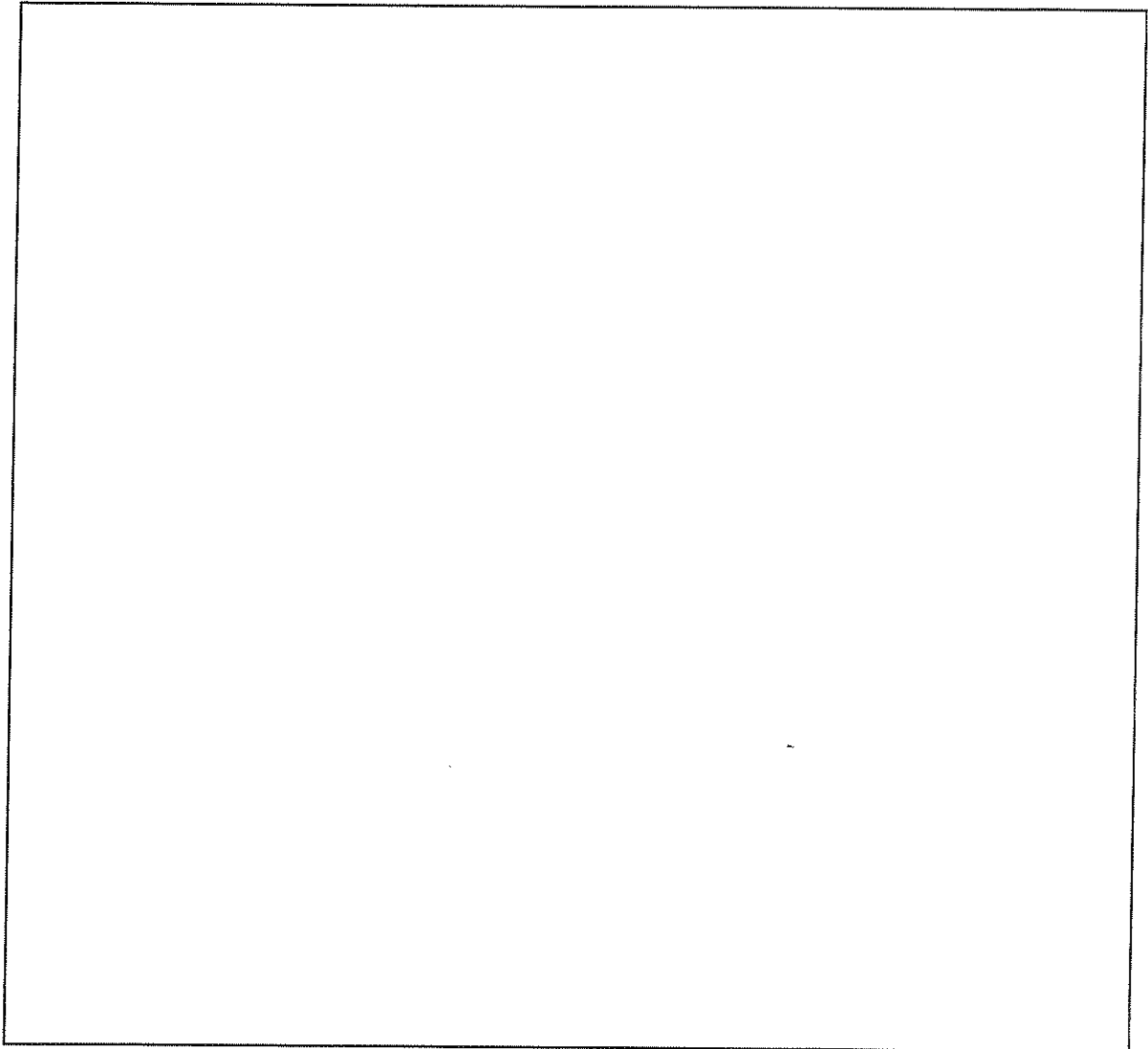
1. Make a copy of this Checklist for your files.
2. Your Supervisor must send the original to the office for processing.

The length of the OTJ program varies depending on duties. At a minimum, each officer will receive an initial 24 hours of supervised on-site training administrated by a certified training officer who understands the ins and outs of the client's site. The OTJ program includes spot quizzes conducted by the training officer.

At the conclusion of the training, both the training officer and the trainee must sign the OTJ form indicating the subject material has been well-covered and understood by the trainee.

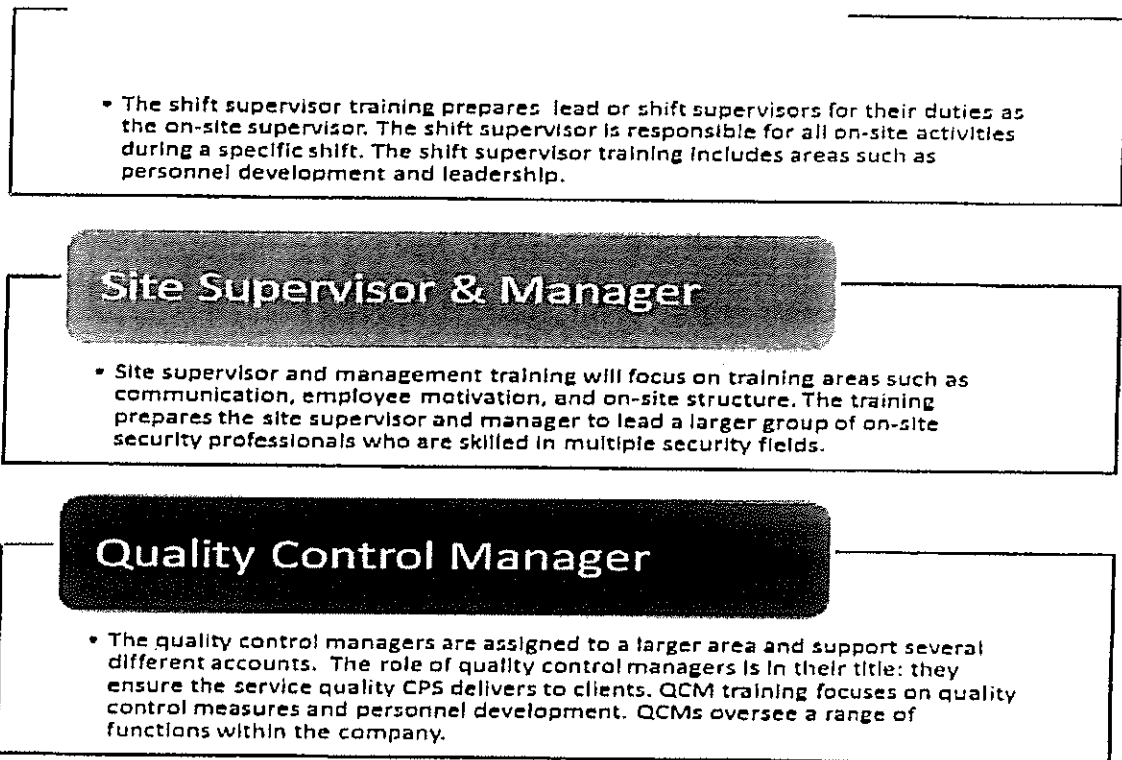
**Officer Handbook**

Officers are trained on all company policies and procedures. The topics are included in the officer handbook, the table of contents of which are provided below.



A Me	20
Cypr	
Intro	
Prima	
State	21
	.22
	23
	24
	27
Hours	28
Payro	30
	33
Dat	52
Inc	53
Co	54
Un	54
	55
Ge	55
Tel	55
Em	56
Rad	56
Thd	56
Thd	57
Sus	58
Pas	
Acc	
Pro	
Fire	
Spe	59
Cro	60
Out	61
Em	61
Saf	62

### Quality Control Manager and Supervisor Training



*Fig: QCS Training*

The quality control and supervisory training (QCST) program is designed to help employees grow to their fullest potential within CPS. The training program gives supervisors the tools to lead the work at the site and motivate employees to perform consistently at a high level. CPS promotes within the company to these positions, and prior to starting the QCST training program, the employee must complete the PSO training.

The QCST program serves as a motivational tool as well as a planning tool for both current and future leaders within CPS. The following training modules are included in the QCS Training plan:

- **Company Structure Focus** – The instructor teaches about the company's organization, including the various departments, how to interact with them, and the officer's role in the overall operation.
- **CPS Personnel Policies and Procedures Manual** – To reduce confusion, the Policies and Procedures Manual outlines basic protocol such as work standards, quality control, and benefits at CPS.
- **Company Forms** – All incidents and situations must be reported accurately with the proper forms. Organized paperwork helps a company run efficiently.
- **Disciplinary and Evaluation Process** – Supervisors learn disciplinary functions and how to evaluate an employee's performance. The class examines a variety of methodologies in order to best promote the best performance from each employee.
- **Sexual Harassment Class** – The sexual harassment class teaches the managers how to avoid and handle any situation that could be classified as harassment. This class is mandatory for all managers.

- **Valiant Training** – Each new manager will receive training on the Valiant system. CPS uses this web-based scheduling software to ensure accurate scheduling and payroll.
- **Improved Communication Skills** – After completing this module, the trainee will be able to communicate effectively, to individuals and groups, and use spoken, written, and electronic communication.
- **Decision-making Techniques** – To lead effectively, supervisors need to be able to make timely, thoughtful decisions consistently.

### **Types of Training**

**Classroom Training** – Each CPS employee starts their training in a classroom setting. The employees undergo a series of different instructor-led classes before being assigned to a site.

**Scenario-based Training** – Scenario-based training involves real-life situations that are either role-played between the teacher and the student or video scenarios that are presented and discussed amongst the class. Scenario-based training is an integral part in developing an employee's confidence level when being confronted with an incident.

**Client-specific Training** – CPS will train all staff assigned to a client's site in accordance with the expectations set forth by the security assessment and related security protocol provided by the company. CPS develops an advanced training calendar for all sites. This training calendar highlights the training dates for the assigned security officers and the Cypress Training Academy curriculum that will be taught each week. Officers use the calendar to stay on track in meeting pre- and post-assignment training for their work sites.

**Cross-training** – Each employee and officer is cross-trained on other locations in the case of emergency or need for additional officers at that location. The cross-training program allows CPS to respond quickly to a potential emergency. Learning other sites' procedures also allows officers a chance to further enhance their skill sets.

**CPR and First Aid Training** – All security officers at CPS will receive and pass CPR and first aid training for adults and infants. In-house certified trainers conduct these trainings in accordance with Red Cross standards. Each individual who passes CPS' CPR and first aid training will receive a Red Cross certification. This training is also made available for the client's staff as the client sees fit.

**Online Training Modules** – The Cypress Training Academy is our state of the art online training system for security officers and management and supervisory staff. Through CTA, Cypress Private Security trains each employee with the same standard, and brings new training modules to employees independent of their physical work location. In this way, CPS can quickly train all employees on any new industry-specific information or on any changes to the specific site the CPS employee is working at. Each module consists of three components: video module, written module, and a test. The employee must complete all three components and receive a passing score of 90% in order to receive certification for that module.

All officer training is logged and recorded on our online database. Certifications and licenses are maintained and kept current.



### De-escalation Training

Cypress maintains a staff of instructors certified in several disciplines of de-escalation training, including AVADE® and MOAB®. This training, provided to our security officers in the field, enables those officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. As such, Cypress is proud of having an industry-leading low level of use of force incidents. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits



MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.



### Armed Security Training

All armed security officers at Cypress must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS) prior to applying to an armed security officer position. BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition, Cypress also requires our armed security officers to complete range qualification with our licensed in-house firearms instructors. This is to ensure all our armed security officers remain proficient with double the amount of training time as required by BSIS.

In addition to qualifying armed security officers on the basic qualification course of fire, Cypress' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Cypress armed security officers work, including high-density public areas, crowded transit passenger facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.



## Mental Health Training



Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness. Our training manager is a certified trainer for this course. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis such as contemplating suicide. In both situations, the goal is to help support an individual until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. Cypress provides this training to all officers. As a value-added benefit, this training is also freely available to our clients, should you wish to participate.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

**4. Transition Plan**

**Key Personnel Duties and Responsibilities:** Before the transition starts, CPS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition. The CPS transition plan includes clearly delineated job responsibilities, which eliminates duplication of work or missed tasks.

**Documentation, Communication, and Training:** CPS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, CPS also prepares training schedules that outline training topics, responsible managers, and required attendees.

**Work Plan Timeline**

Task Assigned	Date Due	Responsibility
Award letter issued to CPS	> 3 weeks prior to startup	BDM
CPS transition team assigned and in place	> 3 weeks prior to startup	COO
Meet with client to obtain site specific information	> 3 weeks prior to startup	Client Manager
Outline and adjust transition plan if needed	> 3 weeks prior to startup	COO
Security and technology assessment	> 3 weeks prior to startup	COO & Client Mgr.
Management/labor meeting	> 3 weeks prior to startup	COO
Conduct site security survey	> 3 weeks prior to startup	COO & Client Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources
On-site training for operations team	> 2 weeks prior to startup	COO & Client Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Client Mgr., Tr. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Client Manager
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Client Manager
Prepare post orders	> 2 weeks prior to startup	Client Manager
Select security officers	> 2 weeks prior to startup	HR & Client Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Training Manager
Meet with client to brief on transition progress	Continuous	COO & Client Mgr.
Present post orders to client	> 1 week prior to startup	Client Manager
Deadline to complete drug screen for candidates	> 1 week prior to startup	Human Resources

Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Client Manager
Ensure each post is fully equipped as specified	> 1 week prior to startup	Client Manager
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Client Manager
Retraining of incumbent personnel hired by CPS	> 1 week prior to startup	Training Manager
Service start	TBD	COO & Client Mgr.

**Evaluation Calendar**

The evaluation calendar outlines key on-site elements related to performance after the project has begun. The tasks are divided according to department and corresponding manager.

Task Assigned	Date Due	Responsibility
One month evaluation of each officer's performance	30 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Client Manager & Training Manager
Three-month evaluation of each officer's performance	< 90 days after startup	Client Manager
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Client Manager & Training Manager

## 5. Site Inspections

Cypress conducts unannounced site checks at least once per day. These site inspections are conducted by one of our managers, a group which includes the account executive, assistant account executive, regional support manager, and quality control managers. Felix Guerrero, as the regional manager and account executive, is ultimately responsible for the overall security program including the site inspection protocols.

### Proactive Field Support

The industry-leading CPS quality control manager (QCM) program is a critical aspect of our proactive quality control process, which distinguishes us from other security providers. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At CPS, our supervisors and managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

**Leadership's Role:** Every shift, each CPS field officer on duty receives an on-site inspection from a field supervisor, quality control manager (QCM), client manager, or branch manager, all of whom have the authority to perform disciplinary actions.

**The QCM:** Our QCM program sets us apart from all other security providers. This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance.

**Daily Activity Reports:** Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. The QCM reviews all DARs for accuracy and completion. On-site inspection times are logged in the site's DAR, which clients may review at any time.

**CPS' Quality-focused Approach:** Our attitude toward supervision is "inspect what you expect." Leadership establishes clear expectations to field officers, and disciplined inspections focus on making sure those expectations are met. Our quality assurance process centers on our proactive style of management. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

## On-site Inspections:

- QCMs work to:
  - Root out potential problems proactively.
  - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- Field officers fill out DARs to document observations or incidents.
- CPS manager duties during inspections:
  - Evaluate officers' physical appearance and equipment.
  - Conduct on-site patrol encompassing officers' scope of responsibility.
  - Make note of any oversights of issues not mentioned in the DAR.
  - As necessary, modifies patrol routes or protocol.
- Extra officers may be cross-trained during this time.
- CPS managers may meet with facility managers.

## 6. Background Checks

**Screening & Background Check:** After the initial interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

## 7. QUALITY ASSURANCE PROGRAM

We know you have a plethora of options whenever you're deciding between the right vendors for your needs. First, you can base your decision purely on past performance, reputation, or recommendation. Secondly, you can choose by assessing the capabilities of each potential supplier, the strength of their management team, and the company's mission statement. Or lastly, you can have a third party consultant complete an assessment of each potential vendor.

Success isn't an accident. Success is intentional. Our ability to acquire premier clients, renew demanding contracts, and achieve extraordinary levels of client satisfaction are all based upon our commitment and execution of quality management practices.

### A. Policies and Procedures

**No Subcontractors:** Cypress will not be enlisting the services of a subcontractor for the Public Works security project. All services will be rendered by Cypress.

**Measuring Performance:** Our mission of providing the best security management services in the Western United States requires a disciplined and rigorous self-evaluation of every single business and service function. We measure everything so we can improve everything. Constantly.

**Quality Consistency:** CPS' quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence. We don't make promises we can't deliver. Our quality assurance process is designed to augment any elements we need to improve as quickly as possible.

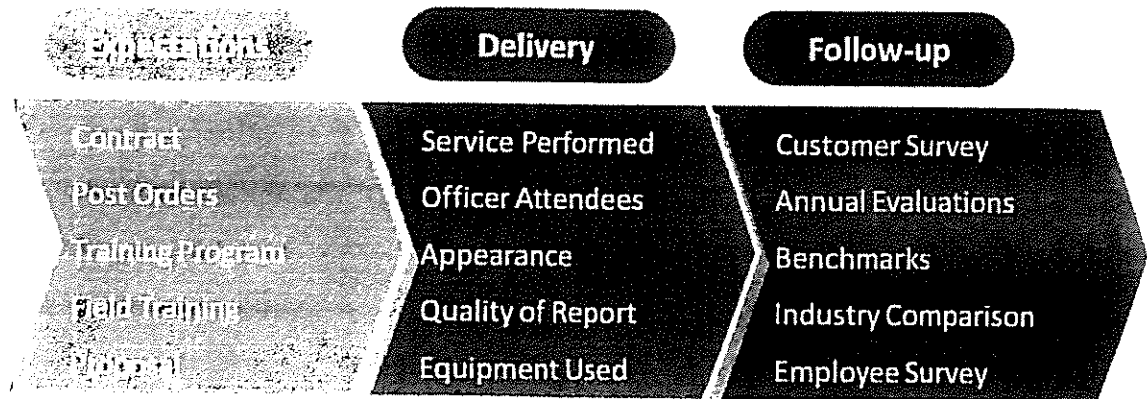
It is the responsibility of the Cypress management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal.

The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by CPS. Cypress creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. Cypress will update such post orders within 30 days of being awarded the contract.

### Quality at CPS:

- Based on ISO 9000 standards.
- All activities within CPS are measured and tracked.
- 100% performance evaluation conducted.
- 100% of client expectations are met.
- Client surveys (annual surveys conducted with each client) covering 120 CPS functions.
- Clear and precise post orders reflect clients' specifications.
- Clearly developed technical protocols and customer service skill sets.

# Quality Consistency Diagram



**Customer Focus:** Client needs can change over time. CPS management and staff meet these evolving needs by using cutting edge technology and educated decision-making. Adherence to the ISO principle of "Customer Focus" enables CPS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow CPS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

**System Approach to Management:** When any part of a system is affected, the entire structure can be compromised. CPS promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. Cypress' system approach to management includes the following advantages:

- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.
- Consistency: Results achieved by design can be duplicated.

**Client Survey:** The client survey is an integral part of measuring CPS' performance against set benchmarks. The client survey is divided into six different fields and covers a total of 120 areas of our performance, including: training, support to on-site staff, incidents, incidents prevented, value received, staffing levels, and other aspects of the services delivered.

**Ongoing Evaluation of Security Program:** Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and the results of the customer survey.



**Quality Improvement Process:** All compliance officers and managers attend monthly quality control meetings. There are three phases to the quality improvement process. In phase one, the different offices submit the requested QIP documentation. During phase two, the compliance officer evaluates the documentation, and issues detailed analysis to the managers. Phase three completes the process with the implementation of improvements and fine-tuning of the ongoing operation. The process enables CPS to share best practices across the company.

**Corrective Action Procedures:** Cypress values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times

when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine our security program, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between CPS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

1. Initial communication of the problem.
2. Verification of the problem.
3. Analysis and broad assessment of the problem.
4. Identification of the root cause.
5. Take measures to comprehensively address the root cause and eliminate the problem.
  - a. Develop an action plan that logs and details the above information and presents a solution.
  - b. Review the action plan with the client.
  - c. Execute the action plan in an expedient but detail-oriented manner.
6. Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

**Dealing with Personnel-related Performance Issues:** At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.

"The current contractor, Cypress Security LLC, has provided outstanding services under the agreement. Their staff maintains a cooperative, responsive attitude when dealing with issues encountered. They have assisted and responded to last-minute service calls with much-needed attention to details, and have always made themselves available for unplanned security requests. The supervisory team is excellent, and the account manager works effectively as a liaison between the SFMTA and his own company executives and operational staff. Cypress has reduced revenue yard graffiti incidents on properties (buses, LRV's and historical cars) by 99% through their nightly patrol strategies."

- Nathaniel P. Ford, Sr., Executive Director/CEO SFMTA

- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Cypress policies and procedures manual, Cypress officer handbook, Cypress safety manual, violations of post orders, willfully or negligently endangering the life and/or wellbeing of him/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken to accommodate or corrective actions in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Cypress team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Cypress site supervisors and management are obligated to report misconduct to the responsible client/account/program manager, regional manager, or COO. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the client manager or regional manager or COO with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Cypress reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Cypress.

## **B. Inspection Fundamentals**

Cypress understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. When a QCM or another manager conducts a field inspection, the focus is on ensuring that those expectations are met. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing the most customer-focused approach in the industry.

"Inspect what you expect" also applies to the inspections that field officers perform as they conduct their rounds. Thorough training, an understanding of the post orders, and on-site experience helps officers be aware of things that they must remain alert for when patrolling and inspecting their site. Inspection schedules occur a set amount of times per shift (designated in the post orders), and are often at random times to prevent patterns.

The individual with overall responsibility over the inspection program is the account manager – in the case of the Public Works project, that individual is Felix Guerrero, who is also the Cypress regional manager. He has a career in private security spanning 20 years, and he has been with Cypress in a managerial capacity since 2009. For more of his qualifications, please see his corporate resume in section 5.3. of this proposal.

We have included a sample form used for quality control: performance evaluation.



CYPRESS SECURITY

## PERFORMANCE REVIEW

<u>Employee Name</u>	<u>Job Title</u>	<u>Length In Current Position</u>	<u>Date of Hire</u>
<u>Property/Property No.</u>	<u>Date of Last Review</u>	<u>Reviewing Supervisor</u>	<u>Current Review Date</u>

### Rating Code

0	1	2	3	4
Does not pertain to the job or cannot be evaluated at this time.	Fails to meet standards.	Performance meets most requirements but marginal in some key areas which will require improvement.	Performance consistently meets requirements.	Performance consistently exceeds expectations in most areas.

<b>Customer Service Orientation:</b> <ul style="list-style-type: none"> <li>• Demeanor _____</li> <li>• Attitude _____</li> <li>• Courtesy _____</li> </ul>		<ul style="list-style-type: none"> <li>• Knowledge of the site's goals &amp; key participants, etc. _____</li> <li>• Answers telephone in professional and helpful manner, clearly speaking and identifying the site and his/her name. _____</li> </ul>
<b>Comments/Recommendations:</b>  		<b>Overall Rating:</b>  

CYP - F122 - Version 1.1 - 02-10-2006

<b>Decision-Making and Judgment:</b>	
<ul style="list-style-type: none"> <li>Accumulates all relevant information and presents well considered alternatives when making recommendations _____</li> <li>Makes sound decisions in a timely manner, avoids hasty decisions, and notifies appropriate parties _____</li> <li>Systematically handles workload to avoid crises _____</li> </ul>	<ul style="list-style-type: none"> <li>Effectively takes control of emergency situations _____</li> <li>Approaches challenges with a positive attitude _____</li> <li>Properly controls confidential information _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

<b>Communication:</b>	
<ul style="list-style-type: none"> <li>Consults opinions of others and takes directions as appropriate _____</li> <li>Actively listens to others and gives appropriate feedback _____</li> <li>Offers creative ideas and solutions _____</li> <li>Effectively communicates with supervisor, employees, tenants and general public _____</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates skill in communicating with others (meetings, training, presentations) _____</li> <li>Works well with others/team player _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

<b>Organizational Relationships:</b>	
<ul style="list-style-type: none"> <li>Shows appropriate assertiveness in expressing and advocating points of view _____</li> <li>Timely implements directions and plans received from management _____</li> </ul>	<ul style="list-style-type: none"> <li>Accepts and follows up on constructive feedback from management without defensiveness _____</li> </ul>
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

CYP - F122 - Version 1.1 - 02-10-2006

<b>Training/Knowledge:</b> <ul style="list-style-type: none"> <li>• Post orders _____</li> <li>• Emergency procedures _____</li> <li>• Company policy _____</li> <li>• Familiarity with security procedures _____</li> </ul>	<ul style="list-style-type: none"> <li>• Pursues training and resources from within and outside the organization _____</li> <li>• Directs efforts towards professional development _____</li> <li>• Demonstrates leadership skills _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Reliability:</b> <ul style="list-style-type: none"> <li>• Tardiness _____</li> <li>• Willingness to follow procedures, _____</li> <li>• Cooperation _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Report Writing:</b> <ul style="list-style-type: none"> <li>• Write clear, useful &amp; effective reports and memos _____</li> <li>• Accuracy, etc. _____</li> </ul>	
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

<b>Attendance:</b> <ul style="list-style-type: none"> <li>• Is reliable and dependable in attendance _____</li> <li>• Punctuality (schedule, lunch, breaks) _____</li> </ul>	<ul style="list-style-type: none"> <li>• Gives appropriate notice when requesting time off _____</li> <li>• Attends company training/meetings: _____</li> </ul>
<b>Comments/Recommendations:</b> _____	
<b>Overall Rating:</b> _____	

CYP - F122 Version 1.1 - 02-10-2006

<b>Appearance:</b> <ul style="list-style-type: none"><li>• Grooming _____</li><li>• Proper uniform _____</li><li>• Care of equipment _____</li><li>• Personal hygiene _____</li></ul>	
<b>Comments/Recommendations:</b>	<b>Overall Rating:</b>

**Summary of Strengths:**

**Indicate Ways in Which Employee May Develop And / Or Improve:**

**OVERALL RATING:**

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Security Supervisor      Date

\_\_\_\_\_  
Employee Signature      Date

\_\_\_\_\_  
Next Level Management      Date

CYP - F122 - Version 1.1 - 02-10-2005

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

Reporting records are stored online and available 24/7 for the client to review. As described in section 6.2., Cypress uses D3 security technology for reporting. All reports are reviewed by a Cypress manager. Included here are several sample reports.

**Sample Daily Activity Report**



IR Type:	0100 - Daily Activity Report	Incident Number:	141120-14132
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**SFMOMA Collection Center**

Status: Open IR	Assigned to: (Other (Not listed))CC Officer SFMDMA CC
Custom Status:	Report Date/Time: 11/20/2014 11:43:00 PM PST
Priority:	Occurred on: 11/20/2014 11:00:00 PM PST
Created by: (Other (Not listed))CC Officer SFMOMA CC	Ended on: 11/21/2014 07:00:00 AM PST

Other (Not listed)
--------------------

What location/site?	1353 Lowrie Ave. SSF, CA 94080
---------------------	--------------------------------

**Post Equipment**

Keys	8
Key Card	YES
Additional Equipment	1 zomm, 1 cell phone, 3 radios and a flashlight

**Breaks**

First Break	15 Min.
Lunch Break Start	03:00:00 AM
Lunch Break End	03:30:00 AM
Second Break	15 Min.

**Quality Control Inspection Report**

Post Location	1353 Lowrie Ave, SSF, CA 94080
Guard Name	Marvin Gilbert
Was Officer at post upon arrival?	Pass

Uniform / Equipment Pass

Breaks taken as instructed? Pass

Customer Service Pass

Weapon, Baton, OC N/A

Post neat and orderly, no unauthorized items? Pass

Post orders, DAR, Daily Access Control Sheet, etc, present, readable & correct Pass

Can guard quickly describe the correct response to presented emergency scenario? Pass

Can guard describe when, why and how to use different levels of force? Pass

Narrative
-----------

DAR LOG:





IR Type: 0100 - Daily Activity Report Incident Number: 141120-14132

2300hr - S/O Gilbert briefed and coming on duty with S/O Soria going off duty att.-/gt  
 2330hr - Completed 1st exterior patrol att.-/gt  
 2345hr - QCM Sims advises Minna Annex is SECURE att.-/gt  
 2346hr - CC adv'd Opr#148 w/DIEBOLD of reason for alarms at Minna -/gt  
 0000hr - Completed 1st 15 min break att.-/gt  
 0030hr - Monitoring cameras and continuing surveillance att.-/gt  
 0130hr - Monitoring cameras and continuing surveillance att.-/gt  
 0230hr - Monitoring cameras and continuing surveillance att.-/gt  
 0330hr - Completed 30 min lunch break att.-/gt  
 0430hr - Monitoring cameras and continuing surveillance att.-/gt  
 0530hr - Monitoring cameras and continuing surveillance att.-/gt  
 0600hr - QCM Sims advises that Minna Annex is OPEN att.-/gt  
 0630hr - Monitoring cameras and continuing surveillance att.-/gt  
 0645hr - Completed 2nd 15 min break att.-/gt  
 0700hr - S/O Soria briefed and coming on duty with S/O Gilbert going off duty att.-/gt

History List

11/20/2014 11:45:37 PM	CC Officer SFMOMA CC	Open IR	Created
11/20/2014 11:45:41 PM	CC Officer SFMOMA CC	Open IR	Viewed
11/20/2014 11:54:38 PM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 05:52:57 AM	CC Officer SFMOMA CC	Open IR	Viewed
11/21/2014 05:54:00 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 06:18:09 AM	CC Officer SFMOMA CC	Open IR	Saved
11/21/2014 07:02:01 AM	CC Officer SFMOMA CC	Open IR	Template Export test2 (PDF)
11/21/2014 07:04:24 AM	CC Officer SFMOMA CC	Open IR	Template Export (PDF)

Sample Incident Report



Incident Report  
1225 - Theft, General > \$950

Case ID 160205-3810

Status: Open IR  
Custom Status:  
Priority:  
Created by:  
Assigned to:  
Report Date/Time: 02/05/2016 01:58 PST  
Occurred on: 02/05/2016 00:55 PST  
Ended on: 02/05/2016 04:00 PST  
Last Modified on: 02/05/2016 04:21 PST

What location?	HOA or THA?	THA Unit
Responding Agency: Police	Agency Name: Police	
Officer Name:	Agency/Department report filed? Yes	
Report Number: 16-036-00153		
Stolen Item Owned By: Third Party	Stolen Item Type: Other	
Item Description: Two Ipads	Item Value: 5 2000 USD	

On 2/4/2016 at approximately 0030 hours, while working as a uniformed patrol officer in a marked patrol vehicle, I SO, Gentle received a call from a Tenant stating that there were kids outside in the alley of the [redacted] and that they appeared to be up to no good. The caller did not have very much information on the kids for she stated that it was dark outside. I informed the tenant that I would be enroute. I then contacted SO Dunphy and informed him of the call and had him in route. I then drove through the alley and did not see anyone. I contacted SO Dunphy and informed him that I did not see anyone and asked him to come and walk the area with me. SO Dunphy and myself parked our vehicles in the alley behind [redacted] and began walking. We began walking in the court yard area in front of [redacted] at approximately 0053 hours, and were just about to turn the corner by [redacted] approximately 25 to 50ft away from our parked vehicles when we heard a huge bang. It sounded like a M80 firework that shot off. SO Dunphy and myself turned around and went in between the houses. SO Dunphy headed towards the vehicles and I headed towards the Street. I saw three persons who appeared to be between 16 and 18 years old wearing all black run in the southeast direction near the new construction houses. SO Dunphy then yelled to me that they busted out his window and stole his Ipads. I then called the Police as I kept a eye on the kids who continued to run towards the middle school. SO Dunphy then informed me that they also broke into my vehicle by breaking out the window and also took my Ipads. I noticed a Tribal Police officer searching the area and went and stood with my vehicle. Officer Smith then arrived and stated that we needed to do a report on line and gave the website to do so once we got our serial numbers for our Ipads and stated that would give us the case number. Officer Smith then departed. SO Dunphy and myself then drove to [redacted] Street to grab a broom and put plastic over our windows. At approximately 0240 hours, we went back to the windows and I said I don't know and we continued to look for another casing. We only located one casing and after picking up most of the glass we headed back to [redacted] Street and in the light began looking through the vehicles. I then noticed a bullet hole through the center console of SO Dunphy's vehicle and then looked in my vehicle and noticed a bullet hole through the glove department. I then contacted the Police back and let them know of the new information and they stated that they were sending Officer Smith back out and to wait for him. I then contacted our manager Frank Bedoya as well as Marty Cambel and Barbara Pearsall to let them know of the updated situation. Officer Smith then arrived at approximately 0312 hours, and contacted Forensics to come out to take pictures. Forensics then arrived and took plasics off of SO Dunphy's vehicle to attempt to find the bullet and noticed that there was damage to some wiring from where the bullet hit. They were unable to locate the bullet in his vehicle. Forensics then took pictures of the damages in my vehicle and was able to collect the bullet that went through the glove department. Officer Smith stated that if we found another casing in the area of our vehicles to please give it to Officer Hayward. Officer Smith then left case number 16-036-00153 and a theft inventory list to turn in once we have the information on the Ipads. I have taken several pictures that I am unable to attach but will send them in a email, nothing else to report at this time.

I hereby declare certly under penalty of perjury under the laws of the state of belief RCW 9A 72 085

that the above statement is true to the best of my knowledge and

## 8. NO SUBCONTRACTORS

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Cypress will not be using any subcontractors for the Public Works security program.

## 9. FINANCIAL RESOURCES

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Included with our proposal as a separate attachment are our three most current audited and confidential financial statements.

# 10. LICENSES AND CERTIFICATIONS

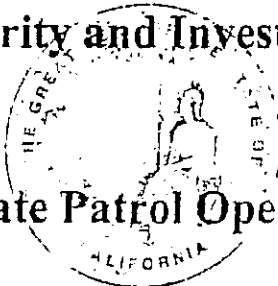
## PPO License

**Bureau of Security and Investigative Services**

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



**Private Patrol Operator**

License No. PPO120221 Issue Date: 02/20/2018  
Valid Until: 02/29/2020

CYPRESS PRIVATE SECURITY, L.P.  
478 TEHAMA ST  
SAN FRANCISCO, CA 94103-4141

The above is licensed as a Partnership with the State of California Bureau of Security and Investigative Services.

Qualified Manager - JONAS TEGNERUD  
Partner - LLC CYPSEC  
Partner - JONAS TEGNERUD  
Partner - KES NARBUTAS

PLACE RENEWAL HERE

Valid Until: 02/29/2020

Receipt No. 3095

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date. The license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

Department of Consumer Affairs  
Bureau of Security and Investigative Services  
P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000

- - - POST IN PUBLIC VIEW - - -

1204 CERT04L 110216

Certifications and Licenses

Cypress team members hold numerous security certifications and licenses. Below is just a small sample of some of the certificates Cypress employees have earned.

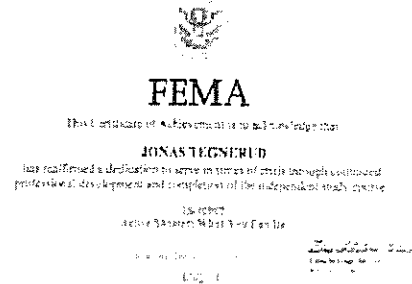


This certificate recognizes Jonas Tegnerud as a Member, denoting commitment to the integrity and trust of the Security Profession September, 2009

Michael T. Conway

[Signature]

Emergency Management Institute

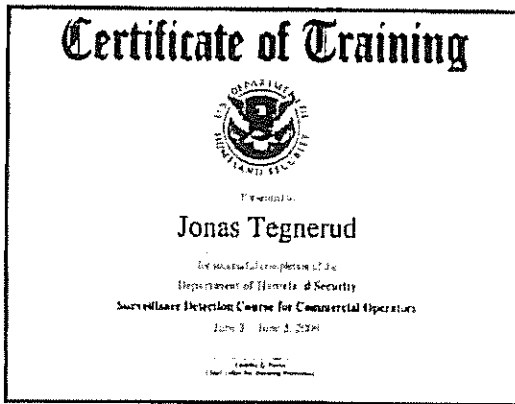


This Certificate of Achievement is to acknowledge that JONAS TEGNERUD has reaffirmed a dedication to serve in terms of skills through continued professional development and completion of the independent study exercise

16-10307 Active National Wild Fire Course

[Signature]

[Signature]



Certificate of Training

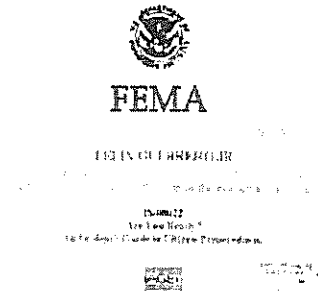


Presented to Jonas Tegnerud

In successful completion of the Department of Homeland Security Surveillance Detection Course for Commercial Operators June 3 - June 8, 2009

[Signature]

Emergency Management Institute



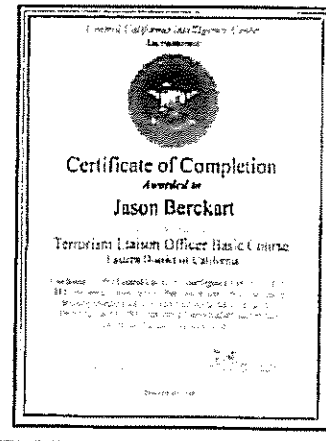
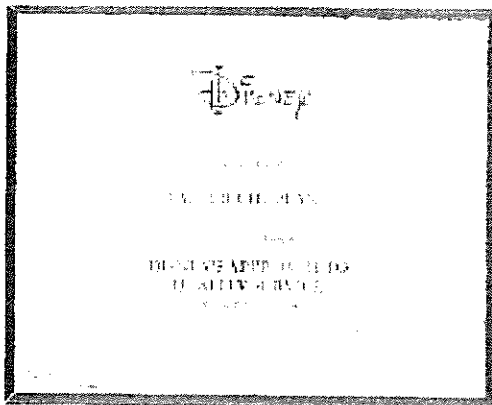
FEMA

LEVIN G. BERCKART

16-10012 Active National Wild Fire Course

[Signature]

[Signature]



Certificate of Completion

Awarded to Jason Berckart

Terrorist Liaison Officer Basic Course

16-10012 Active National Wild Fire Course

[Signature]

[Signature]

# 11. INSURANCE

FORM PW-15

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: Cypress, LLC By: Ron Hildreth, CEO

# 12. RECORDKEEPING



## WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)

FORM LW-9

### INSTRUCTIONS

The contractor selected through this RFP 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.

1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*



FORM LW-B

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please blank out any personal information)

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

E. HOW PAYROLL IS PREPARED

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. 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).

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

5 of 8

FORM LW-9

QUESTION

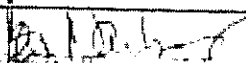
RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1 How is travel time during an employee's shift paid?
- 9.2 At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

Print Name	Keshaun A. CEO	Company	Cypress Private Security, LP
Signature		Date	12/31/18

# of 5

Cypress – Form LW-9 Response

**Tracking Hours Worked**

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

**Reporting Time**

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

**Records of Actual Time Worked**

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts.
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

**Other Records Used to Create Payroll**

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

**Breaks**

5. HOURS WORKED	10 MINUTE PAID	
REST BREAKS	30 MINUTE UNPAID/PAYD	MEAL BREAKS
> 0 < 3½	0	0
> 3½ < 5	1	0
> 5 < 6	1	1
> 6 < 10	2	1
> 10 < 14	3	2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll Is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

- 7.
- N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARS to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

### DAILY ACTIVITY REPORT

Client: Ventura Park Farms Date: Jan 30 18  
 Location: 1000 Ventura Park Blvd, Studio City, CA  
 Day Shift Hours: 0600-1400  
 Swing Shift Officer: [REDACTED]  
 Grave Shift Post: Ventura Park Farms

Equipment Received at Start of Shift

1 Key, 1 Binder, 1 Phone

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift

Signature: [Signature] Print Name: MARVIN V. [REDACTED]

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Deletion (ref/it/usage)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separately)
Hazard (identified)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TITLE: DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1

START OF SHIFT: [REDACTED]

0700 depot to reporting

0700 cars left lot

0700 basically empty ground different area

0700 3 of Unit 1



Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

TIME	DAILY ACTIVITY REPORT (DAR)	PAGE 2
0800	Arrived and highway patrol in... ing list regarding [unclear] from side	
0900	--- 0810	
0900	[unclear]	
11:00	Few C DU 1/4	
12:00	Code 4	
Break - 1310		
SECOND 15 MINUTE BREAK		
END OF SHIFT [redacted]		

F112 Version 1.0

CYPRESS SECURITY

### FIELD TIME SHEET

Employee: [Redacted] When Start Date: 12/23/18  
 Supervisor: [Redacted] Employee ID: 60024  
 Position:  SECURITY OFFICER  SUPERVISOR

Enter the week ending: 12/29/18  
 Position:  SECURITY OFFICER  SUPERVISOR

Job Title	Date mm/dd/yyyy	Start time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Different than Schedule
Ventura	12/24/18		SICK							
Ventura	12/25/18		OFF							
Ventura	12/26/18	0600	10:00	10:00	14:00	8			8	
Ventura	12/27/18	0600	10:00	10:30	14:00	8			8	
Ventura	12/28/18	0600	10:00	10:30	14:00	8			8	
Saturday										
Weekly Total										

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an Injury free work week.

Signature Date: 12/29/18  
 Signature Date: [Redacted]  
 Signature Date: [Redacted]

Signature Date: 12/26/18  
 Signature Date: [Redacted]

Cypress Private Security, LP

Company Address and Contact Information

Scheduling Activity Report
Date Range: 12/23/18 - 12/29/18
01/09/19 3:15:25 PM Page 1 of 2



Table with columns: Job #, Job Name, Shift Code, Rollover Type, Wky Contract, Wky Contract, Wky Contract, In, Out, Lunch Hours, Hrs, Rate, Rate, Rate, Hourly Rate, Description, Non Bill, Markup %

Paid Description

4214 Ventura PAR - DRW FT #78216
Unarmed Officer

Table with columns: Date, In, Out, Lunch Hours, Hrs, Rate, Rate, Rate, Hourly Rate, Description, Non Bill, Markup %

Company Totals

Cypress Private Security, LP

Employee #'s Listed: Range Entered



**Scheduling Report by Employee**

Dates: 12/23/18 To 12/29/18

01/04/19 3:16:22 PM

Page 1 of 1

Employee # Date	Employee Name Job # Job Name	Post Description	Reliever Type	Shift Code	Carry Over	In	Out	Lunch	Hours
12/24/18	4214	Ventura PWR - DPW FF # Unarmed Officer		Day 1	06:00	14:00	06:00	14:00	0.00 8.00
12/27/18				Day 1	06:00	14:00	06:00	14:00	0.00 8.00
12/28/18				Day 1	06:00	14:00	06:00	14:00	0.00 8.00
<b>Employee Totals</b>									24.00
<b>Grand Totals</b>									24.00

Cypress Private Security, LP

Date Range: 12/23/18 To 12/29/18

Maximum Security Level 5

Emp # Employee Name

Date Daily Total Hours

12/24/18 8.00

12/26/18 8.00

12/27/18 8.00

12/28/18 8.00

**Timekeeping Report**  
Hours by Employee

01/04/19 3:13:34 PM Page 1

Emp #	Date	Daily Total	Hours	In	Out	Lunch	Pay Rate	Hours Type	Job #	Dollars	Job Description	Ovt Hours	Ovt Rate	DT Dollars	DT Rate	WT #
								32.00		\$480.00		0.00	\$0.00	0.00	0.00	\$8.00
									4214		Ventura PAR - DPW TF #7821					
									4214	\$15.00	Ventura PAR - DPW FF #7821					
									4214	\$15.00	Ventura PAR - DPW FF #7821					
									4214	\$15.00	Ventura PAR - DPW FF #7821					



Cypress Private Security, LP  
47A Tolman Street

San Francisco CA 94103

(415) 333-1969

Check Date: 01/04/19  
Check #: [REDACTED]

Pay Period: 12/01/2018 THRU 12/31/2018

HOURS AND EARNINGS						NON-TAX COMPENSATIONS			TAXES			
Description	Pay Type	Hourly Rate	CURRENT		Hours	YTD	Description	This Period		YTD		
			Rate	Hours				Amount	Amount	Amount	Amount	
Regular		11.000	34.00	374.00	34.00	374.00			Federal FICA	30.85	30.85	
Time		11.000	8.00	132.00	8.00	132.00			FICA	37.46	37.46	
									Medicare	8.42	8.42	
									CA FICA	3.88	3.88	
									CA State Disability	4.43	4.43	
<b>Total</b>									<b>Total</b>	<b>72.65</b>	<b>72.65</b>	
TAXABLE COMPENSATIONS						NON-TAX DEDUCTIONS			OTHER INFORMATION			
Description	Rate	Hours	CURRENT		YTD	Description	This Period		12/01/2018		YTD THRU 12/31/2018	
			Rate	Hours			Amount	Amount	Amount	Amount		
						401(k) Plan						
						Health Plan	37.25	37.25				
<b>Total</b>						<b>Total</b>	<b>37.25</b>	<b>37.25</b>	<b>CA Sick Leave</b>			
									Sick	0.00		
									Vacation	0.00	0.00	
									Unpaid	4.00	4.00	
									Hours Left	0.00	0.00	
									Accruals	0.00	0.00	
									Available Balance	1.00	1.00	
<b>Total</b>									<b>Total</b>	<b>41.00</b>	<b>41.00</b>	
TAXABLE DEDUCTIONS						TAXES						
Description	Rate	Hours	CURRENT		YTD	Description	This Period		YTD			
			Rate	Hours			Amount	Amount	Amount	Amount		
[REDACTED]						Total		Total				
<b>IMPORTANT MESSAGE</b>												
[REDACTED]												
	Gross Earnings	FICA Taxable	Federal Taxable	Taxes	CA Sick Deductible	Net Pay						
Current	441.00	441.00	441.00	72.65	37.25	372.10						
YTD	441.00	441.00	441.00	72.65	37.25	372.10						

Payroll Check  
Exp. No.: [REDACTED]

[REDACTED]  
01/04/19

NON NEGOTIABLE

# 13. FORMS LIST

## TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
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	[INTENTIONALLY LEFT BLANK]
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	RFP SOLICITATION REQUIREMENTS REVIEW TRANSMITTAL FORM (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE
PW-17	COMPLIANCE WITH COUNTY'S ZERO-TOLERANCE HUMAN TRAFFICKING POLICY
PW-18	COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
PW-19	PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS

## LIVING WAGE PROGRAM

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (Submit only if requesting an exemption, submit at least seven days before due date for Proposals.)

- LW-3 LIVING WAGE RATE ANNUAL ADJUSTMENTS
- LW-4 ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 [INTENTIONALLY LEFT BLANK]
- LW-8 STAFFING PLAN AND COST METHODOLOGY
- 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. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
- 3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE



VERIFICATION OF PROPOSAL

**DATE:** December 27, 2018 **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:** Security Services for Various Public Works Field Locations (2018-PA026)

**DECLARANT INFORMATION**

**3. Name of Declarant:** Kes Narbutas

**4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s)**

**5. My Title, Capacity, Or Relationship to the Proposer(s) is:** Chief Executive Officer

**PROPOSER INFORMATION**

**6. Proposer's full legal name:** Cypress Private Security, LP **Telephone No.:** 415-946-4102  
**Physical Address (NO P.O. BOX):** 9826 Pioneer Blvd, Suite 106 | Santa Fe Springs, CA 90670 **Mobile No.:** 415-760-8116  
**e-mail:** ccunningham@cypress-security.com **Fax No.:** 415-352-1910  
**County Web/Van No.:** 1488150 **IRS No.:** **Business License No.:** 0002906045-0001-8

**7. Proposer's fictitious business name(s) or dba(s) (if any):** Cypress Private Security  
**County(s) of Registration:** San Francisco **State:** CA **Year(s) became DBA:** 1996

**8. The Proposer's form of business entity is a (CHECK ONLY ONE):**

Sole proprietor **Name of Proprietor:**

Corporation: **Corporation's principal place of business:** **State of Incorporation:** **Year incorporated:**

Non-profit Corporation certified under IRS 501(c)3 and registered with the CA Attorney General's Registry of Charitable Trusts **President/CEO:** **Secretary:**

General Partnership: **Names of partners:**

A Limited Partnership: **Name of general partner:** CypSec, LLC

A Joint Venture of: **Names of joint venturers:**

A Limited Liability Company **Name of managing member:**

**9. The only persons or firms interested in this proposal as principals are the following:**

<b>Name(s):</b> Kes Narbutas <b>Street:</b> 478 Tehama Street	<b>Title:</b> Chief Executive Officer <b>City:</b> San Francisco	<b>Phone:</b> 415-240-4500 <b>State:</b> CA	<b>Fax:</b> 415-352-1910 <b>Zip:</b> 94103
<b>Name(s):</b> Jonas Tegnerud <b>Street:</b> 478 Tehama Street	<b>Title:</b> Chief Operating Officer <b>City:</b> San Francisco	<b>Phone:</b> 415-240-4502 <b>State:</b> CA	<b>Fax:</b> 415-352-1910 <b>Zip:</b> 94103

**10. Is your firm wholly or majority owned by, or a subsidiary of another firm?**  No  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?**  No  Yes If yes, please list the other name(s):  
**Name(s):** Cypress Security, LLC **Year of name change:** 2018  
**Name(s):** **Year of name change:**

**12. Is your firm involved in any pending acquisition or merger?**  No  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 make these representations and all representation in this proposal based on information that they are true and correct to the best of my knowledge.**

**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:** *[Signature]* **Date:** 12/28/18

**Type name and title:** Kes Narbutas, Chief Executive Officer  
 Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

**SCHEDULE OF PRICES  
FOR**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**PLEASE NOTE:** The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://dpw.lacounty.gov/brocd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

**IMPORTANT:** Every Service Location Group will be evaluated and awarded independently. Your proposal must clearly specify which Service Location Group(s) your firm is submitting proposals for.

- The County intends to award six separate service Contracts to six separate service location Groups; however, proposers are not required to submit bids for all of the service location Groups solicited through this RFP. Proposers need only submit bid proposals for the specific service location Group(s) for which they intend to offer work. Each service location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective service location Group. Proposers must indicate which service location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G for the service location group(s) as follows:

PROPOSER BID(S)	SERVICE LOCATIONS GROUP	SCHEDULE OF PRICES
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP A-1:</u> <u>Stormwater Maintenance Group – North Area</u>	PW-2.1A (North) to PW-2.4A (North)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP A-2:</u> <u>Stormwater Maintenance Group – South Area</u>	PW-2.1A (South) to PW-2.4A (South)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP B:</u> <u>Transportation Services Group</u>	PW-2.1B to PW-2.4B
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP C:</u> <u>Programs Development Group</u>	PW-2.1C to PW-2.4C
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP D:</u> <u>Operational Services Group</u>	PW-2.1D to PW-2.4D
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GROUP E:</u> <u>Public Health Facilities Group</u>	PW-2.1E to PW-2.4E

LEGAL NAME OF PROPOSER  
Cypress Private Security, LLC  
 TITLE OF PROPOSER  
Private Patrol Officer  
 STATE CONTRACTOR'S LICENSE NUMBER  
#120221  
 EMAIL  
knarbutas@cypress-security.com

TITLE OF AUTHORIZED PERSON  
Chief Executive Officer  
 DATE  
12/28/18  
 LICENSE #  
415-240-4500  
 PROPOSER'S ADDRESS  
9926 Pioneer Blvd. Suite 106  
Santa Fe Springs, CA 90670

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

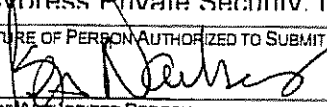
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.1D, for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 28.34 /hr.</u>	<u>24,348</u>	\$690,022.32
2.	Security Officer (Unarmed)	<u>\$ 26.34 /hr.</u>	<u>1,000</u>	\$26,340.00
3.	Sergeant (Armed)	<u>\$ 29.29 /hr.</u>	<u>500</u>	\$14,645.00
4.	Lieutenant (Armed)	<u>\$ 30.90 /hr.</u>	<u>500</u>	\$15,450.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$746,457.32</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, I P		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

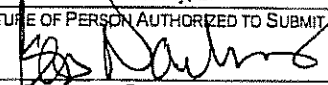
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 29.47 /hr.</u>	<u>24,348</u>	\$717,535.56
2.	Security Officer (Unarmed)	<u>\$ 27.40 /hr.</u>	<u>1,000</u>	\$27,400.00
3.	Sergeant (Armed)	<u>\$ 30.46 /hr.</u>	<u>500</u>	\$15,230.00
4.	Lieutenant (Armed)	<u>\$ 32.14 /hr.</u>	<u>500</u>	\$16,070.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$776,235.56</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

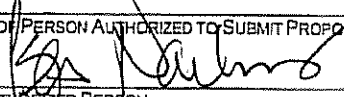
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The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<u>\$ 30.65 /hr.</u>	<u>24,348</u>	\$746,266.20
2.	Security Officer (Unarmed)	<u>\$ 28.49 /hr.</u>	<u>1,000</u>	\$28,490.00
3.	Sergeant (Armed)	<u>\$ 31.68 /hr.</u>	<u>500</u>	\$15,840.00
4.	Lieutenant (Armed)	<u>\$ 33.42 /hr.</u>	<u>500</u>	\$16,710.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$807,306.20</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/2019	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

**SCHEDULE OF PRICES FOR  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

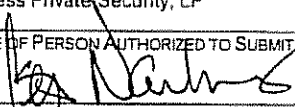
**GROUP D: Operational Services Group – As shown on Exhibit G, Figure D**

The undersigned offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **The Total Annual Price calculated herein reflects the Staffing Plan and Cost Methodology submitted by the Proposer as shown on Form LW-8.4D, for Term 4 of 4.**

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS <i>(Number of Hours)</i>	ANNUAL PROPOSED PRICE <i>(Unit Rate X Estimated Units)</i>
1.	Security Officer (Armed)	<b>\$ 31.87 /hr.</b>	<u>24,348</u>	\$775,970.76
2.	Security Officer (Unarmed)	<b>\$ 29.63 /hr.</b>	<u>1,000</u>	\$29,630.00
3.	Sergeant (Armed)	<b>\$ 32.94 /hr.</b>	<u>500</u>	\$16,470.00
4.	Lieutenant (Armed)	<b>\$ 34.76 /hr.</b>	<u>500</u>	\$17,380.00
<b>TOTAL PROPOSED ANNUAL PRICE:</b>				<b>\$839,450.76</b>

*I declare under the penalty of perjury under California law that the information provided herein is true and correct.*

LEGAL NAME OF PROPOSER Cypress Private Security, LP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON CEO		
PHONE 415-240-4500	E-MAIL ADDRESS knarbutas@cypress-security.com	FAX 415-352-1910
DATE 6/28/219	STATE CONTRACTOR'S LICENSE NUMBER 120221	LICENSE TYPE PPO
PROPOSER'S ADDRESS:  9926 Pioneer Blvd Suite 106 Santa Fe Springs, CA 90670		

FORM PW-3

**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: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277		
(Type of Goods or Services): Security Guard Services		

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

**Part II: Certification of Compliance**

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

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

Print Name: <b>Kes Narbuta</b>	TITLE: <b>Chief Executive Officer</b>
Signature: <i>Kes Narbuta</i>	Date: <b>12/31/18</b>

By: Kes Narbuta, CEO

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works - Security Services (2018-PA026)  
 SERVICE BY PROPOSER: Cypress Private Security, LP  
 PROPOSAL DATE: 01/09/2019

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 facts 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

	2013	2014	2015	2016	2017	Current Year to Date	Total
1. Number of contracts	72	67	72	75	78	83	447
2. Total dollar amount of Contracts (in thousands of dollars)	26,314	24,467	27,834	42,517	47,263	(Nov) 10,493	205,013
3. Number of fatalities	0	0	0	0	1	1	2
4. Number of lost workday cases	21	41	11	14	13	23	123
5. Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	3	0	0	1	4
6. Number of lost workdays	31	28	407	Over 25	Over 12	Over 24	527 +

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.

Kes Narbutas, CEO  
 Name of Proposer or Authorized Agent (print)

  
 Signature

12/31/18  
 Date





**In Reference to: RFP 2018-PA026**  
**Security Services for Various Public Works Field Locations**

Dear Mr. Medina,

Cypress Private Security, LP (CPS) is providing the Los Angeles County Department of Public Works with this letter including two statements describing the fatalities.

**Statement 1:**

On June 23, 2018, at approximately 0200 hours, Quality Control Manager (QCM) [REDACTED] was conducting an after-hours patrol check, when he was feeling sick and went inside one of the restrooms. [REDACTED] collapsed and was found deceased inside the restroom. The cause of death was report by police to be of natural causes.

Eugene Abellon  
Branch Manager, San Jose Branch

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**Statement 2:**

On November 12, 2017, Security Officer [REDACTED] was assaulted while challenging a trespassing suspect and protecting a client employee. Officer [REDACTED] later succumbed to his injuries. The perpetrator was arrested and charged with murder.

Jason Berckart  
Area Vice President - Southwest Region  
Cypress Private Security

Sincerely,

Carl Cunningham  
Business Development Manager

Cypress Private Security  
478 Tehama Street  
San Francisco, CA 94103  
Direct: (415) 946-4102

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Kes Narbutas

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) Chief Executive Officer

of Cypress Private Security, LP

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:

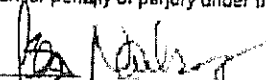
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of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



Cypress Private Security, LP By: Kes Narbutas, CEO

Date 12/31/18

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Cypress Private Security, LP

**PROPOSED CONTRACT FOR:** County of Los Angeles Department of Public Works Security 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: Armed and Unarmed Security Services	SERVICE DATES: 6/2009-present
DEPT/DISTRICT: LA County DPW Headquarters	
CONTACT: Vicky Valles	
TELEPHONE: 626-458-7393	
FAX:	
E-MAIL: vvalles@dpw.lacounty.gov	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 4/2009-present
DEPT/DISTRICT: LA County DPW Field Facilities	
CONTACT: Edwin Manoukian	
TELEPHONE: 626-458-4057 (626) 458-4164	
FAX:	
E-MAIL: emanoukian@dpw.lacounty.gov	

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 07/01/2004 - Present
AGENCY/FIRM: East Bay Municipal Utility District	
ADDRESS: 375 Eleventh Street, Oakland, CA 94607-4240	
CONTACT: Steven Frew, Manager of Security and Emergency Preparedness	
TELEPHONE: (510) 287-0881	
FAX:	
E-MAIL: sfrew@ebmud.com	

SERVICE: Unarmed Security	SERVICE DATES: 04/2012 - Present
AGENCY/FIRM: Glendale Water and Power	
ADDRESS: 800 Air Way Glendale, CA 91201	
CONTACT: Martin Powers, Project Manager-Security	
TELEPHONE: 818-937-8987	
FAX:	
E-MAIL: mpowers@glendaleca.gov	

SERVICE: Unarmed Security	SERVICE DATES: 11/2017-present
AGENCY/FIRM: Arts District of Los Angeles	
ADDRESS: 627 S Central Ave, Los Angeles, CA 90021	
CONTACT: Miguel Vargas	
TELEPHONE: 213-236-0907 (213) 327-8979	
FAX:	
E-MAIL: miguel@artsdistrictla.org	

SERVICE: Armed and Unarmed Security Services	SERVICE DATES: 05/01/2008 - Present
AGENCY/FIRM: San Francisco Municipal Transportation Agency	
ADDRESS: One South Van Ness Ave., 8th Floor, Room 8193	
CONTACT: Chris Grabarkiewicz, Director - Security, Investigations & Enforcement	
TELEPHONE: Office: 415-701-5440	
FAX:	
E-MAIL: Christopher.Grabarkiewicz@sfmta.com	

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Cypress Private Security, LP

**PROPOSED CONTRACT FOR:** County of Los Angeles Department of Public Works Security Services

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

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

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

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

SERVICE: Unarmed Security	SERVICE DATES: 4/2015 - Present	SERVICE: Armed and Unarmed Security	SERVICE DATES: 9/2013-11/2018
AGENCY/ FIRM: Port of Oakland		AGENCY/ FIRM: The Housing Authority of the City of Los Angeles (HACLA)	
ADDRESS: 651 Maritime St. Oakland, CA 94607		ADDRESS: 2600 Wilshire Blvd. 4th floor Los Angeles, CA 90067	
CONTACT: Troy Hosmer, Port Facilities Security Officer		CONTACT: Patricia McLaughlin, Title Contract Manager	
TELEPHONE: (510) 627-1303		TELEPHONE: Office: 213-262-2713   Cell: 213-229-5371	
FAX:		FAX:	
E-MAIL: thosmer@portoakland.com		E-MAIL: Patricia.McLaughlin@hacle.org	

SERVICE: Unarmed Security	SERVICE DATES: 10/29/2012 - Present	SERVICE: Unarmed Security	SERVICE DATES: 01/2012 - Present
AGENCY/ FIRM: Alameda-Contra Costa Transit District (AC Transit)		AGENCY/ FIRM: Redondo Beach Transit Center	
ADDRESS: 1800 Franklin Street Oakland, CA 94612		ADDRESS: 415 Diamond Street Redondo Beach, CA 90277	
CONTACT: Mary D. Jackson - Protective Services Manager, AC Transit		CONTACT: Joyce Rooney, Transit Operations and Transportation Facilities Manager	
TELEPHONE: Work: 510-891-4707		TELEPHONE: Tel: 310-318-0610 ext. 2670	
FAX:		FAX: Fax: 310-437-8621	
E-MAIL: mjackson@actransit.org		E-MAIL: Joyce.Rooney@redondo.org	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Cypress Private Security, LP
Address	9926 Pioneer Blvd. Suite 106   Santa Fe Springs, CA 90670
Internal Revenue Service Employer Identification Number	

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 antidiscrimination 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 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 Cypress Private Security, LP

Authorized representative Mikes Narbutas, CEO

Signature   
Cypress Private Security, LP by Cypress, LLC by Mikes Narbutas, CEO

Date 12/31/18

FORM PW-8

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FORM FW-9

**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 Cypress Private Security, LP

County Webven No. \_\_\_\_\_

Print Name Kes N. Nolas

Title: Chief Executive Officer

Signature: [Handwritten Signature] LLC By: Kes Nolas, CEO

Date: 12/31/18

\_\_\_\_\_  
Reviewer's Signature

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Disapproved

\_\_\_\_\_  
Date

FORM PW-9  
(Continued)

All proposers responding to this RFP must complete and submit this form for proper consideration of their proposal.

FIRM NAME: Cypress Private Security, LP

My County (WebVen) Vendor Number: 14881501

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): 1,700

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			24	8	318	341
Hispanic/Latino			14	6	207	176
Asian or Pacific Islander			8	4	63	31
American Indian			2	0	7	3
Filipino			8	2	52	37
White	2		6	8	193	178

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


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

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.

Signature:  Title: Chief Executive Officer Date: 12/31/18  
By Cypress Private Security, LP  
 Kelly Thompson, CEO



FORM PW-10

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](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

Proposer shall complete all 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	Cypress Private Security LP By <u>[Signature]</u> CEO	Title
Firm Name	Cypress Private Security, LP	Chief Executive Officer
		Date
		12/31/18

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Cypress Private Security, LP  
Company Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670  
Address

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

Proposer or Contractor has examined its activities and determined that it does not currently 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 comply with them in a timely manner and provide County a copy of its Initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

YES  NO

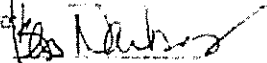
-OR-

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

YES  NO

Name: Kes Narbutas

Title: CEO

Signature: 

Date: 12/31/18

Cypress Private Security LP By: CypSec LLC By: Kes Narbutas, CEO

FORM PW-13

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Cypress Private Security, LP

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: Security Guard	TERMINATING DATE: 10/2018
NAME OF TERMINATING FIRM City of Lynwood	
ADDRESS OF FIRM 11330 Bullis Road Lynwood, CA 90262	
CONTACT PERSON: Mark Flores	
TELEPHONE: 310-603-0220 x319	
FAX:	
E-MAIL: mlflores@lynwood.ca.us	

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  LP Br: CypSec. Ken Narvaez, CEO

DATE: 12/31/18

FORM PW-14

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Cypress Private Security, LP

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.

Please see attached pages

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: [Signature] Date: 12/31/18

Cypress Private Security LP by Cypress LLC 100% Nonexempt CEO

FORM PW-15

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

Cypress Private Security, LP

Proposer's Name

9926 Pioneer Blvd. Suite 106 | Santa Fe Springs, CA 90670

Address

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

Signature of Proposer:



Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Ken Hurlburt CEO

FORM PW-16

**PROPOSER'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE**

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.

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.

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: Mes N. utas

Title: Chief Executive Officer

Signature: 

Date: 12/31/18

Cypress Private Security, Inc. by CypSec, LLC By Mes N. utas, CEO

FORM PW-17

COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

Company Name: Cypress Private Security, LP

Company Address: 9926 Pioneer Blvd. Suite 106

City: Santa Fe Springs State: CA Zip Code: 90670

Telephone Number: 1-866-345-1277 Email Address: info@cypress-security.com

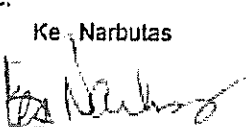
Solicitation/Contract for (2018-PA026) Security Services

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 the 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: <u>Ke Narbutas</u>	Title <u>Chief Executive Officer</u>
Signature: 	Date: <u>12/31/18</u>

Cypress Private Security, LP  
By: Cypress, LLC By: Kei Narbutas, CEO

FORM PW-1B

COMPLIANCE WITH THE FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION


Company Name: Cypress Private Security, LP		
Company Address: 9926 Pioneer Blvd. Suite 106		
City: Santa Fe Springs	State: CA	Zip Code: 90670
Telephone Number: 1-866-345-1277	Email Address: info@cypress-security.com	
Solicitation/Contract for (2018-PA026) Security		Services

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: Kes Narbutas	Title: Chief Executive Officer
Signature:  <small>Cypress Private Security LP by CypSec, LLC Kes Narbutas, CEO</small>	Date: 12/31/18



FORM PW-19

**PROPOSER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

*Important Note: Information on this form is subject to verification and may not be used for scoring purposes.*

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements. Including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission. Proposer must meet all of the following minimum requirements:

1. Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. *Please complete the chart below:*

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	02/20/2018 to 02/29/2020	120221	23

No. Proposer does not have the required valid and active license as specified above. *Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.*

2. Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Dates of Experience (Month/Yr. -to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Cypress Private Security, LP	05/1996 to present	Security guard and workforce management services	24; Also 20-22

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. *Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.*

FORM PW-19  
(Continued)

3. Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising security operations.
- Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Dates of Experience (Month/Yr. -to- Month/Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Felix Guerrero	10/2000 to present	Security Manager	12

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

4. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guaranty. Subcontractors will not be allowed to fulfill this requirement.

Yes. Proposer submits the required Bid Guaranty as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guaranty is included: Included as an attachment

No. Proposer does not submit the required Bid Guaranty as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.

Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.

No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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.

Cypress Private Security, LP is a CypSec LLC By K&S Networks, CEO

Signature: [Handwritten Signature] Title: Chief Executive Officer

Firm Name: Cypress Private Security, LP Date: 12/31/18

FORM LW-3

**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:

<u>Effective Date</u>	<u>Hourly Rate</u>
<u>January 1, 2018</u>	<u>\$15.00</u>
<u>January 1, 2019</u>	<u>\$15.79</u>
<u>January 1, 2020</u>	Per CPI

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, 2018, and will end September 30, 2019, 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

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:

[X] 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:

[X] 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

[X] 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

[X] 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):

[X] 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 Authorized Signature: [Signature] Print Name and Title: Kes Narbutas, CEO
Print Name of Firm: Cypress Private Security, LP Date: 12/31/18

Cypress Private Security, LP By: CypSec, LLC By: Kes Narbutas, CEO

FORM LW-5

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
<p><b>MAJOR</b></p> <p>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><b>SIGNIFICANT</b></p> <p>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><b>MINOR</b></p> <p>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><b>INSIGNIFICANT</b></p> <p>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><b>NONE</b></p> <p>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.

GUIDELINES FOR ASSESSMENT OF PROPOSER\_ 725 01

FORM LW-7

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**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$17.13	\$ 49,882.56	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$17.13	\$ 36,521.16	
• Armed Security Officer (3)	8						8	16	832	\$17.13	\$ 14,252.16	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$17.13	\$	17,130.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$16.11	\$	16,110.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$17.79	\$	8,895.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$18.91	\$	9,455.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	451,541.24	
									(1) Vacations, Sick Leave, Holiday	\$	38,203.48	
									(2) Health Insurance	\$	24,368.09	
									(3) Payroll Taxes & Workers' Compensation	\$	72,385.42	
									(4) Welfare and Pension	\$	2,598.42	
									<b>Total Employee Benefits (1+2+3+4)</b>	\$	137,555.41	
									(5) Equipment Costs	\$	41,708.89	
									(6) Service and Supply Costs	\$	66,751.85	
									(7) General and Administrative Costs	\$	26,498.51	
									(8) Profit	\$	22,401.42	
									<b>Total Other Costs (5+6+7+8)</b>	\$	157,360.67	
<b>TOTAL PROPOSED ANNUAL PRICE:</b>										\$	746,457.32	

\* 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 the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP

Kes Narbulas

Name of Proposing Entity/Firm

Name of Authorized Representative

Signature of Authorized Representative

**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**• GROUP D – Operational Services Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$18.52	\$ 53,930.24	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$18.52	\$ 39,484.64	
• Armed Security Officer (3)	8						8	16	832	\$18.52	\$ 15,408.64	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer			ON-CALL						Varies	1000	\$18.52	\$ 18,520.00
• Unarmed Security Officer			ON-CALL						Varies	1000	\$17.42	\$ 17,420.00
• Armed Security Sergeant (Supervisor)			ON-CALL						Varies	500	\$19.24	\$ 9,620.00
• Armed Security Lieutenant (Manager)			ON-CALL						Varies	500	\$20.45	\$ 10,225.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	\$ 488,189.96	
										(1) Vacations, Sick Leave, Holiday	\$ 41,320.88	
										(2) Health Insurance	\$ 26,358.53	
										(3) Payroll Taxes & Workers' Compensation	\$ 78,292.07	
										(4) Welfare and Pension	\$ 2,810.45	
										<b>Total Employee Benefits (1+2+3+4)</b>	\$ 148,779.93	
										(5) Equipment Costs	\$ 45,112.34	
										(6) Service and Supply Costs	\$ 72,198.80	
										(7) General and Administrative Costs	\$ 28,680.78	
										(8) Profit	\$ 24,364.39	
										<b>Total Other Costs (5+6+7+8)</b>	\$ 170,336.31	
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$ 807,306.20	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

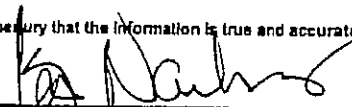
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, I.P.  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative



**STAFFING PLAN AND COST METHODOLOGY**

**SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**  
• **GROUP D – Operational Services Group**

POSITION/TITLE* (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ESTIMATED HOURS (Annually)	HOURLY WAGE RATE**	CALCULATED COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
<b>LOWER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
<b>UPPER CENTRAL YARD</b>	24	24	24	24	24	24	24	168	8736			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (3)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
<b>SOUTH YARD</b>	24	13	13	13	13	13	24	113	5876			
• Armed Security Officer (1)	8	8	8	8	8	8	8	56	2912	\$19.26	\$ 56,085.12	
• Armed Security Officer (2)	8	5	5	5	5	5	8	41	2132	\$19.26	\$ 41,062.32	
• Armed Security Officer (3)	8						8	16	832	\$19.26	\$ 16,024.32	
<b>ADDITIONAL ON-CALL</b>												
• Armed Security Officer	ON-CALL							Varies	1000	\$19.26	\$	19,260.00
• Unarmed Security Officer	ON-CALL							Varies	1000	\$18.12	\$	18,120.00
• Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$20.01	\$	10,005.00
• Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$21.27	\$	10,635.00
<b>Comments/Notes:</b>										<b>Total Salaries</b>	\$	<b>507,702.48</b>
										(1) Vacations, Sick Leave, Holiday	\$	42,973.71
										(2) Health Insurance	\$	27,410.79
										(3) Payroll Taxes & Workers' Compensation	\$	81,423.76
										(4) Welfare and Pension	\$	2,922.87
										<b>Total Employee Benefits (1+2+3+4)</b>	\$	<b>154,731.13</b>
										(5) Equipment Costs	\$	46,916.83
										(6) Service and Supply Costs	\$	75,086.76
										(7) General and Administrative Costs	\$	29,807.22
										(8) Profit	\$	25,206.34
										<b>Total Other Costs (5+6+7+8)</b>	\$	<b>177,817.15</b>
										<b>TOTAL PROPOSED ANNUAL PRICE:</b>	\$	<b>839,450.76</b>

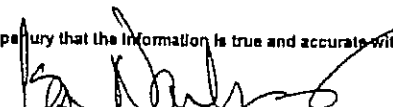
\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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.

Cypress Private Security, LP  
Name of Proposing Entity/Firm

Kes Narbutas  
Name of Authorized Representative

  
Signature of Authorized Representative

FORM LW-9

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS (2018-PA026)**

**INSTRUCTIONS**

The contractor selected through this RFP 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.**

- 1. TRACKING HOURS WORKED
  - 1.1. How does the Proposer track employee hours actually worked?
  - 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?
  - 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?

*Please see attached numbered responses.*

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

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?

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please blank out any personal information).

FORM LW-9

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- 6. HOW PAYROLL IS PREPARED
- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. 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).

FORM LW-8

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. MANUAL PAYROLL SYSTEM

- 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.
- 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?

8. AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

FORM LW-9

QUESTION

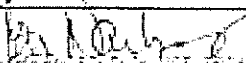
RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - 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.
  - 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.

10. OVERTIME

- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

Proposer:	Ke. J. Larburts, CEO	Company:	Cypress Private Security, LP
Signature:		Date:	12/31/18

Cypress – Form LW-9 Response

**Tracking Hours Worked**

- 1.1 Officers check in and out with 24-7 dispatch. Officers complete daily timesheets and daily activity reports. Daily quality control site visits by a quality control manager (QCM) who reviews all entries.
- 1.2 All assigned officers report directly to their assigned work location, unless they have received special instructions from the client, such as picking equipment from base.
- 1.3 The shift begins at the central site, unless special instructions are received from the client.

**Reporting Time**

- 2. Employees report in at the beginning of the shift with live 24-7 dispatch (check-in and check-out) with the assigned company phone to the work location, and they also use timesheets and DARs.

**Records of Actual Time Worked**

- 3. Time sheets, DARs, and scheduling management system (WinTeam) entered by dispatch.
- 3.1. WinTeam payroll reports, scheduling reports, timesheets, and DARs are used to document the beginning and ending times of employee work shifts
- 3.2. WinTeam payroll and scheduling reports, timesheets, and daily activity reports are maintained by Cypress of actual time worked.
- 3.3. The records are maintained on a daily basis.
- 3.4. The scheduling manager and dispatchers create these records.
- 3.5. The scheduling manager, quality control manager, and client manager check the records. They check for hours worked that match the scheduled hours, and they check for any discrepancies.
- 3.6. The records are filed electronically in our online server, and hardcopies are filed in the local office.
- 3.7. Yes, they are used to document and complete payroll.
- 3.8. See attachment.

**Other Records Used to Create Payroll**

- 4. Cypress also uses D3 (tour management system reports if applicable) and eHub TEAM Software (electronic phone check in and out).
- 4.1. Records must be used and confirmed.
- 4.2. The scheduling manager, client manager, and quality control manager prepare and check the source document.
- 4.3. Yes, the employee must sign the timesheet upon completing the week worked.
- 4.4. The scheduling manager and client manager approve the source document. Management compares it with set assigned schedules and timesheets.

**Breaks**

5. HOURS WORKED	10 MINUTE PAID	
REST BREAKS	30 MINUTE UNPAID/PAID	MEAL BREAKS
> 0 < 3½	0	0
> 3½ < 5	1	0
> 5 < 6	1	
> 6 < 10	2	1
> 10 < 14	3	2

- 5.1. Officers record all breaks and lunches in their DARs.
- 5.2. Yes, we keep the DARs on file.
- 5.3. The quality control manager and client manager prepare, review, and approve such documentation.

Cypress – Form LW-9 Response

**How Payroll Is Prepared**

- 6.1. Payroll is confirmed on a weekly basis by using our payroll system, WinTeam. All worked reports are reviewed and compared with actual set schedules in the system.
- 6.2. Payroll is processed weekly and paid weekly via direct deposit to the employee's bank account, or paid via a company-provided pay card.
- 6.3. Employees received a single check for straight time and overtime, which is paid via direct deposit (or pay card).
- 6.4. The paycheck provides information including all tax deductions, insurance deductions, sick time, and other.
- 6.5. Please see the attached sample paycheck and stub.

**Manual Payroll System**

7.

N/A. Cypress uses an automated payroll system.

**Automated Payroll System**

- 8.1. Cypress uses WinTeam software. Cypress collects timesheets and compares them to the set schedules and DARs to ensure accuracy.
- 8.2. The system calculates total wages based on the amount of time worked at each site, and the rate the employee earns at each site.
- 8.3. The calculations are embedded in the software program to prevent unwanted tampering.

**Travel Time**

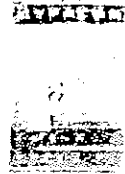
9. Travel time is based on the company's policies and procedures.
- 9.1. Travel time during a shift is paid if applicable. We request a travel timesheet be completed by the employee indicating the vehicle odometer reading from beginning to end.
- 9.2. The rate is paid as indicated in the post orders and employee handbook.
- 9.3. In each example, the employee is paid at the hourly rate of whatever location they will be working at, plus travel time. The travel time pay rate is dependent on what is specified in the contract.

**Overtime**

10. Post rate overtime 1.5. Anything over 8 hours worked in a single day or anything after 40 hours worked on a weekly basis. If applicable, alternative work scheduled is 4-10. Overtime occurs after 10 hours worked.
- 10.1. Overtime wages are calculated by setting the post overtime rate on the location worked.
- 10.2. See attachment.



Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Cypress of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.



CYPRESS SECURITY

# DAILY ACTIVITY REPORT

Client:			Date:		
Address:					
Day Shift	Hours:	1-11:400			
Evening Shift	Officer:	[REDACTED]			
Grave Shift	Post:	Vegetation Care + Parks			
Equipment Received at Start of Shift					
1 Key Binder 1 Phone					
By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift					
Signature:	[REDACTED]		Print Name:	[REDACTED]	

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Lost (keys)	Trials
Breakage	Loss (equipment)	Threatening
Complaints	Malfunction	Usage/Disclaimer (null/change)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed otherwise)
Hazard (Revised)	Theft	Waste of power/equipment etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TITLE: DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) PAGE 1

START DATE: [REDACTED]

0700

FIRST 10 MINUTE BREAK

0700 - 0710

0710 - 0720

0720 - 0730

0730 - 0740

0740 - 0750

0750 - 0800

0800 - 0810

0810 - 0820

0820 - 0830

0830 - 0840

0840 - 0850

0850 - 0900

0900 - 0910

0910 - 0920

0920 - 0930

0930 - 0940

0940 - 0950

0950 - 1000

1000 - 1010

1010 - 1020

1020 - 1030

1030 - 1040

1040 - 1050

1050 - 1100

1100 - 1110

1110 - 1120

1120 - 1130

1130 - 1140

1140 - 1150

1150 - 1200

... you ...  
 ... off ...  
 ... equipment ...  
 ... to the office ...  
 ... you ...  
 ... you ...



THE

PAGE 2

0800

— 0810

CYPRESS SECURITY  
FIELD TIME SHEET

Employee: [Redacted] View Card Desc: 12/23/18  
 Work Desc: Ventura, Borealis, [Redacted] Employee #: 150039  
 12/29/18 Enter the week ending  
 Position: [Redacted]  SECURITY OFFICER  SUPERVISOR

Job Site	Date mm/dd/yyyy	Start time	Break out	Break in	End Time	Regular	Overtime	Holiday	Day Total	Different than Schedule
Ventura	12/24/18		SICK							
Ventura	12/25/18		OFF							
Ventura	12/26/18	0600	10:00	10:20	1400	8			8	
Ventura	12/27/18	0600	10:00	10:20	1400	8			8	
Ventura	12/28/18	0600	10:00	10:30	1400	8			8	
									Weekly Total	

Employee: [Redacted] Signature Date: 12/26/18  
 I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work week.  
 Office Use Only:  EXEMPT  NON-EXEMPT  
 Signature Date: 12/26/18  
 Signature Date: [Redacted]  
 Signature Date: [Redacted]



Cypress Private Security, LP

Employee #'s Listed: Range Entered



Scheduling Report by Employee

Dates: 12/23/18 To 12/29/18

01/04/19 3:16:22 PM

Page 1 of 1

Employee # Date	Employee Name Job # Job Name	Post Description	Rollover Type	Shift Code	Carry Over	In	Out	Lunch	Hours
12/25/18	4214	Ventura PAR - DPW FF # Unamed Officer		Day 1 06:00 14:00		06:00	14:00	0.00	8.00
12/27/18				Day 1 06:00 14:00		06:00	14:00	0.00	8.00
12/28/18				Day 1 06:00 14:00		06:00	14:00	0.00	8.00
<b>Employee Totals</b>									<b>24.00</b>
<b>Grand Totals</b>									<b>24.00</b>

Cypress Private Security, LP

Date Range: 12/23/18 To 12/28/18

Maximum Security Level 5

Emp # Employee Name

Date	Daily Total	Hours	In	Out	Lunch	Pay Rate	Hours Type	Job #	Job Description	Dollars	Ovt Hours	Ovt Dollars	Dbl Hours	DT Dollars
							32.00			\$480.00	0.00	\$0.00	0.00	\$0.00
12/24/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Sick	4214	Ventura PAR - DPW FF #7821					
12/26/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7821					
12/27/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7821					
12/28/18	8.00	8.00	06:00	14:00	0.00	\$15.00	Direct/Regular	4214	Ventura PAR - DPW FF #7821					

**Timekeeping Report**  
Hours by Employees

01/09/19 3:13:34 PM Page 1



Cypress Private Security, LP  
471 Tehama Street

Statement of Earnings  
San Francisco CA 94102

(11/15/18-1/10/19)

Check Date: 01/04/19  
Check #: [REDACTED]

Pay Period: 12/15/2018 THRU 1/2/2019

EMPLOYEE INFORMATION		EMPLOYEE TYPE		EMPLOYEE STATUS		EMPLOYEE ID	
SSN: 99-99-1111	Emp. Type: Full Time	Exempt From Fed & Sta & St	Employee ID: 00000				
HOURS AND EARNINGS * May be rounded							
Description	Pay Type	Hourly	CURRENT			YTD	
			Rate	Hours	Earnings	Hours	Earnings
Regular			11.00	8.00	88.00	8.00	88.00
OT			15.00	8.00	120.00	8.00	120.00
Total				16.00	208.00	16.00	208.00
NON-TAX COMPENSATIONS							
Description	Rate	YTD	Description	Rate	YTD	Description	Rate
TAXES							
Description	Rate	YTD	Description	Rate	YTD	Description	Rate
Federal YTD		32.35	FICA		27.45	Medicare	8.42
CA YTD		1.58	CA YTD		1.58	CA State Disability	4.43
Total			72.88			72.88	
NON-TAX DEDUCTIONS							
Description	Rate	YTD	Description	Rate	YTD	Description	Rate
Kellogg Payroll	17.25	17.25					
OTHER INFORMATION							
Description	Rate	YTD	Description	Rate	YTD	Description	Rate
CA Sick Leave			Days		8.00	Accrued	8.00
			Used		4.00	Used	4.00
			Hours Lost		0.00	Hours Lost	0.00
			Adjustments		0.00	Adjustments	0.00
			Accrued Balance		1.00	Accrued Balance	1.00
Total			17.25			17.25	
TAXABLE DEDUCTIONS							
Description	Rate	YTD	Description	Rate	YTD	Description	Rate
REVENUE BREAKDOWN							
Category	Rate	YTD	Category	Rate	YTD	Category	Rate
Gross Earnings		442.00	FICA Taxes		44.20	Other Deducts	
Current		442.00	Federal Taxes		32.35	Net Pay	
YTD		442.00	State Taxes		1.58		

Payroll Check  
Exp. No.: [REDACTED]

01/04/19



NON NEGOTIABLE

watch commander who can call in backup/flex officers during any emergency situation if circumstances require extra officers at the scene. CPS also works with local law enforcement to coordinate our efforts with the police.

**Safety** – All safety hazards are documented and reported to the CPS client manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The client manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. CPS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

**Monitoring and Alarm Systems** – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Currently, at various sites for other clients, CPS officers operate proximity card access systems and fire control centers including equipment such as the Intellex DV 16000 Digital Video Management System and the Pelco CM9760 KBD Intelligent Video Keyboard. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. CPS also operates X-ray scanners, card readers, magnetometers, metal detectors, and wands for various clients. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

**Reporting and Documentation** – All CPS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. The reports are completed online and emailed directly to the client and are searchable. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via the report writing system. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

**Handling Disruptive Individuals** – CPS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. CPS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

**Rules and Regulations** – All officers and supervisors learn Public Works' rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (D3 guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty at their assignment.

**Code of Ethics** – CPS officers follow our established code of ethics. In particular, the following apply to ALL employees of CPS: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each CPS officer shall conduct himself or herself with the highest level of integrity.



**Confidentiality** – All CPS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by CPS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All CPS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The CPS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

**Emergency Response** – CPS will design and implement an emergency plan that will address all response to threats and potential emergencies at the County sites. The CPS corporate emergency response plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. CPS understands that changing security needs in the case of an emergency or incident requires CPS to respond with additional staff. CPS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). CPS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, CPS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- **Cross-training** – CPS cross-trains security officers, supervisors, and managers. CPS will share an employee list of trained officers available to work at the site and will train more officers per request of client, if needed.
- **Back-up Staffing** – CPS will, at all times, have a pool of people who have received full site training and orientation, including post assignments, standards, and procedures. These officers will be able to fill any shift on a short notice.
- **Emergency Planning** – CPS operates a corporate emergency response plan based on the nationally-recognized Incident Command System. This plan covers all aspects of emergency response. Our corporate guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, CPS works with management to implement preventive measures such as training and emergency planning.
- **Emergency Response Vehicle** – CPS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables CPS to respond during an emergency incident or scheduled special events.



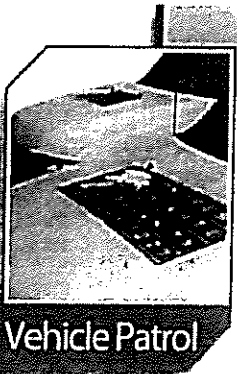
**Security Officer**

**Unarmed Security Officers** – Every Cypress Private Security officer is thoroughly trained to meet the requirements of the client, including the specific security needs of the client's industry. All officers know how to prepare clear and concise incident/condition reports and speak English. They receive training in customer service, emergency response, and other critical skills. Because of our extensive training, CPS officers are engaged and thus motivated, and they approach their work with the utmost professionalism. Uniforms are customized to meet client requirements, and our quality control managers ensure consistent performance and supervision. CPS' extensive pre-employment screening ensures that we hire individuals with integrity, professionalism, and intelligence.



**Armed Officers**

**Armed Security Officers** – An armed security solution requires additional scrutiny and assessment when designing and implementing the right solution for your organization. CPS armed officers undergo rigorous training and psychological screening before receiving their assignments. Our training programs for both armed and unarmed officers are of the highest quality in the industry. CPS armed security officers are prepared to respond to a wide range of situations, and protect the safety of people and property. The CPS armed officer training program includes use of force, report writing and documentation, critical incident response, and advanced criminal law.

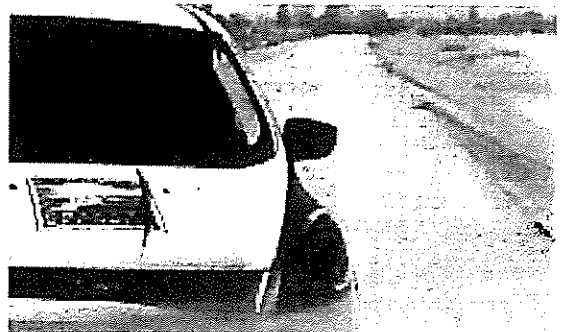
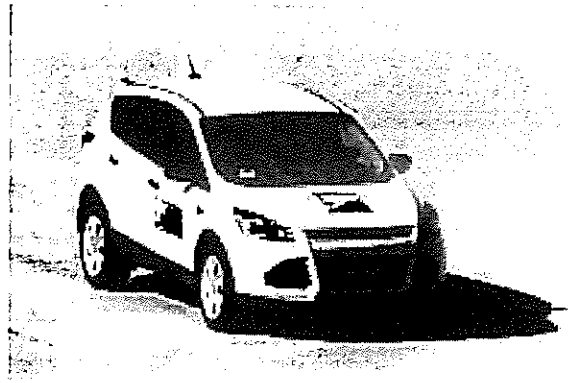


**Vehicle Patrol**

**Vehicle Patrol** – CPS offers a state of the art vehicle patrol program. We maintain a fleet of gas/electric hybrid patrol vehicles, each equipped with a digital video recording (DVR) system covering 360-degrees around the vehicle. In addition to the mobile DVR system, all vehicles are equipped with an audio recording system to document conversations inside the vehicle. Each vehicle is equipped with a GPS tracking and mapping system and is tracked 24/7 through the CPS dispatch center. Vehicles transmit all vehicle-related information, including speed, location, and any mechanical issues. All patrol stops are recorded and tracked on a server, which allows the client to retrieve information about any patrol stop within the previous 30 days.

**Vehicles**

CPS has a full range of low and regular emission patrol vehicles. The fleet of vehicles includes hybrid models of the Ford Escape and Ford Fusion. All CPS vehicles are fitted with an emergency kit which includes flares, first aid kits, safety vests, flashlights, a multi-tool, cones, and jumper cables, amongst other items.



## 2. Recruitment Process

We post our open positions on job websites such as Craigslist, Monster, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Cypress is committed to hiring veterans and recruits from military job placement venues.

Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our internal job board can be viewed 24/7 online by any of our employees who are interested in searching for promotion opportunities, open shifts, open positions, etc.

All of our offices have dedicated recruiters who attend job fairs, communicate with schools, and screen applicants. The recruiters work under the umbrella of our main office and the Human Resources Management system so that all branch managers and the HR director are fully aware of what positions are open.

Our two most effective recruiting mediums are word of mouth and the Internet, especially our Craigslist postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends. Hiring fairs have also proven to be effective, and we have been successful in providing jobs to veterans returning from service abroad.

### Personnel Selection Process

As an equal opportunity employer, CPS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment. Only one out of every twenty applicants is hired.

**Pre-Application Interview Questions:** The application process starts with a questionnaire designed to reveal attitudes toward work and security. Applicants are then selected to continue the application process.

**Application:** After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. CPS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

**Interview:** To best assess a potential employee, CPS has implemented a multi-step interview process.

- **Human Resources Review of Application and Interview:** After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between CPS and the applicant. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- **Hiring Manager Interview:** The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment.
- **Chief Operating Officer/Branch Manager Interview:** The manager will then conduct an interview with the applicant in order to establish how well the individual fits within the overall CPS culture, values, philosophies, and service standards.
- **Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right applicant for each

site. (The effectiveness of our selection process is further demonstrated by the fact that 97% of our clients are more than satisfied with their initial officers and only 3% have voiced a concern.)

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the CPS personnel selection process.

### Testing and Background Checks

**Written Test:** Applicants take a written test so we can learn about their approach toward security, customer service, and their reasons for applying with CPS. This test is a good indicator of an applicant's ability to think intelligently and write professional reports.

**Personality Test:** CPS uses proven personality tests. The following is a sample of areas examined in the personality test: honesty; drug and alcohol use; propensity toward anger/violence; integrity and work ethic; and willingness to follow directions.

**Screening & Background Check:** After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. Each individual has to meet or exceed all requirements set forth by the CPS security standards. When an applicant applies for a position of employment with CPS, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes CPS to obtain the Investigative Consumer Report from our contracted ICR agency. The report includes orders for live criminal record pulls; state, regional and national criminal database searches; Social Security verification; education verification; Department of Motor Vehicle records; credit history; and state and national sex offender records. The background check is conducted through Sterling Talent Solutions, one of the largest background check companies in the world. Their criminal record searches use CourtDirect™, their proprietary automation technology and fulfillment methodology to provide instant, digital access to over 2,200 U.S. court jurisdictions. They provide a full suite of criminal record checks such as:

- County Criminal Records Check
- State Criminal Records Check
- Federal Criminal Records Check
- Sex Offender Registry Check

**Training & Work Verification:** All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new CPS employee will complete and pass required CPS training modules.

**Annual Verifications of Certificates:** CPS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year CPS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

**Drug Testing:** Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxyphene.

**Kwantek:** Our HR and recruiting team uses Kwantek software to continue growing our team. Kwantek is an integrated applicant tracking software system used to speed up the hiring and onboarding process. It facilitates the job posting process by posting to hundreds of job boards instantly. It allows our team to selectively interview the best candidates by creating filters to find individuals who match exactly what the job requires. Kwantek also provides seamless onboarding with electronic verification and compliance checks (including one-click background screening).

The logo for Kwantek features a small crown icon above the word "KWANTEK" in a stylized, serif font.

### 3. CPS: The Logical Choice for Public Works

CPS has a number of competitive advantages that make us the logical choice as the preferred vendor for Public Works. These competitive advantages have been developed over the years and show how the CPS team focuses on living up to our mission statement: "To provide the best security workforce management services in the Western United States delivered with excellent customer service for quality clients."

- **Experienced Management Team** – CPS' executive and management team are readily available to provide support to the on-site staff and all of our clients. You will have direct access to upper management. As the incumbent security provider, CPS has the proven experience and expertise. Our understanding of the scope of work is second to none.
- **Cypress Online Training** – CPS has developed a proprietary online training program that is used to train officers. Employees can access the Web-based training system from any computer and complete training modules.
- **Outstanding Benefits Program and Career Development Philosophy** – CPS has comprehensive programs to reward and retain high performing officers for better quality and workforce stability.
- **Low Turnover Rate** – CPS has one of the lowest employee turnover rates in the industry, and our officers are loyal and dedicated workers. Low turnover also results in fewer rehiring and retraining expenses.
- **Cultural Sensitivity** – CPS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- **Dispatch Center** – CPS operates a dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- **Customer Service Focus** – We know that customer service is crucial in providing a complete security solution. CPS has developed several programs and training methodologies to enhance the customer service skills for the employees.
- **Emergency Response** – CPS develops emergency plans for all clients. CPS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.
- **Environmental Responsibility** – CPS is the only security company certified as a San Francisco Green Business with a carbon neutral goal and "green" operating philosophy. We have also partnered with TerraPass to sponsor clean energy to measurably reduce our carbon footprint.

It is our hope that you and your team have developed a favorable opinion about CPS, and that we have been able to address how we will develop, implement, and deliver the most suitable security program for the County of Los Angeles Department of Public Works.

Thank you for the opportunity to provide your team with this proposal.

*The Cypress Team*

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION**  
 SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS

FIRM INFORMATION*		CYPRESS PRIVATE SECURITY, LP	ABSOLUTE INTERNATIONAL SECURITY INC.	SOUTHWEST PATROL, INC.	VETS SECURING AMERICA, INC.
BUSINESS STRUCTURE		Limited Partnership	Corporation	Corporation	Corporation
CULTURALETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP			
OWNERS/PARTNERS	Black/African American	0	0	0	0
	Hispanic/Latino	0	0	0	0
	Asian or Pacific Islander	0	1/100%	0	0
	American Indian	0	0	0	0
	Filipino	0	0	0	0
	White	2/100%	0	1/100%	3/100%
	Female (included above)	0	0	0	1/51%
CULTURALETHNIC COMPOSITION		NUMBER			
MANAGER	Black/African American	32	1	0	3
	Hispanic/Latino	20	4	5	3
	Asian or Pacific Islander	10	1	1	1
	American Indian	2	0	0	0
	Filipino	10	0	0	1
	White	14	0	1	2
	Female (included above)	28	1	3	1
STAFF	Black/African American	659	69	0	1372
	Hispanic/Latino	383	130	209	1380
	Asian or Pacific Islander	94	32	39	108
	American Indian	10	0	0	40
	Filipino	95	0	20	20
	White	371	37	89	70
	Female (included above)	766	75	106	1450
Total # of Employees	1,700	275	364	3,000	
<b>COUNTY CERTIFICATION</b>					
CBE	N	N	N	N	N
LSBE	N	N	N	N	N
OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION  
 SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS

SELECTED FIRM

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
None						
Medium-Sized Business Category Contractor Name						
None						
Large-Sized Business Category Contractor Name						
<i>Cypress Private Security, LP</i>	n/a	n/a	n/a	n/a	n/a	n/a

NON-SELECTED FIRMS

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
None						
Medium-Sized Business Category Contractor Name						
None						
Large-Sized Business Category Contractor Name						
<i>Absolute International Security, Inc.</i>	n/a	n/a	n/a	n/a	n/a	n/a
<i>Southwest Patrol, Inc.</i>	n/a	n/a	n/a	n/a	n/a	n/a
<i>Vets Securing America, Inc.</i>	n/a	n/a	n/a	n/a	n/a	n/a



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Bid Detail Information

**Bid Number :** PW-BRCD015

**Bid Title :** Security Services for Various Public Works Locations (2018-PA026)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)

**Open Date :** 11/20/2018

**Closing Date :** 1/9/2019 5:30 PM

**Bid Amount :** \$ 4,355,000

**Bid Download :** Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for six contracts for Security Services for Various Public Works Field Locations (2018-PA026). Each of these contracts are designed to have potential maximum contract terms of 4 years, consisting of an initial 1-year term and three potential additional 1-year renewal options. The total estimated annual contract amount for each service contract group is shown in the chart below. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at: <https://dpw.lacounty.gov/contracts/opportunities.aspx> or may be requested from Mr. Danny Medina at [dmedina@dpw.lacounty.gov](mailto:dmedina@dpw.lacounty.gov), (626) 458-4080 or from Ms. Ani Karapetyan at [akarapetyan@dpw.lacounty.gov](mailto:akarapetyan@dpw.lacounty.gov), (626) 458-4050 Monday through Thursday, 7 a.m. to 5 p.m.

Estimated Annual Amounts for each of the six respective Service Contract Groups are as follows:

- \$700,000: Stormwater Maintenance Group A-1 (North)
- \$700,000: Stormwater Maintenance Group A-2 (South)
- \$850,000: Transportation Services Group B
- \$580,000: Programs Development Group C
- \$800,000: Operational Services Group D
- \$725,000: Public Hygiene Facilities Group E

Note: Public Works intends to award services contracts for each Service Contract Group identified above as A-1, A-2, B, C, D, and E. Proposers may submit proposals for any combination of the six Groups. Proposers must clearly specify for which Service Contract Group(s) they are submitting a proposal. Proposals will be evaluated and awarded independently. PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <https://dpw.lacounty.gov/contracts/opportunities.aspx>

Public Works Business Opportunities Website Registration:

All interested proposers for this RFP are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works websites automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the Countys Local Small Business