COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2513

PAUL HIGA
Acting Chief Probation Officer

February 3, 2005

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

Dear Supervisors:

APPROVAL OF CONTRACT TO PROVIDE CUSTODIAL SERVICES AT FIVE (5) PROBATION LOCATIONS FOR THE PROBATION DEPARTMENT (3 VOTE, ALL SUPERVISORIAL DISTRICTS)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that custodial services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.

2. Approve the attached contract with Lee's Maintenance Services, Inc., for the provision of custodial services at five (5) probation locations which includes East Los Angeles, Facilities, Rio Hondo, Painter, and Vermont Offices for the Probation Department at an estimated annual amount of $162,327 for the period of April 1, 2005 through March 31, 2006, with an option to renew for four (4) additional 12-month periods.

3. Instruct the Chair to sign the attached contract.

4. Delegate authority to the Chief Probation Officer to extend the contract term for four (4) additional 12-month periods, at an estimated amount of $162,327 per term, upon approval as to form by County Counsel.

5. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding 10% of the contract price and/or 180 days to the period of performance pursuant to the terms contained therein, and add or delete facilities, work force, and/or work hours during the contract term after notice by County, upon approval as to form by County Counsel.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Lee's Maintenance Service, Inc. for custodial services at five (5) probation locations, which includes East Los Angeles, Facilities, Rio Hondo, Painter, and Vermont Offices for the Probation Department.

The Probation Department has utilized contracted custodial services since 1991. In December 2004, consistent with the recommendation of the County of Los Angeles Auditor Controller, Probation terminated a contract with Advanced Building Maintenance for convenience of the County. In the interim, services are being provided through a contract administered by the Internal Services Department (ISD) while Probation completes the competitive solicitation process to award a new contract.

Approval of this contract will enable the Probation Department to continue receiving custodial services at the five (5) probation locations. A competitive solicitation process was conducted and Lee's Maintenance Service, Inc. was the highest ranked proposer.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2, Workforce Excellence, Organizational Goal #3, Organizational Effectiveness and Organizational Goal #4, Fiscal Responsibility. Implementation of the recommendations will enable the Probation Department to continue receiving efficient custodial services.

FINANCIAL IMPACT/FINANCING:

Attachment II compares the cost of contract services with the costs the County would incur if custodial services were provided by County employees. The annual savings to the County is estimated at $138,418. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Adequate funds are provided in the department's Fiscal Year 2004/05 budget and are requested in the Fiscal Year 2005/2006 budget to finance the contract payments. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1991, Probation has contracted for custodial services at East Los Angeles, Facilities, Rio Hondo, and Painter Area Offices. The need for custodial services continues to exist at these designated work locations. The Vermont location was recently leased by the Department and is being used as a warehouse. Minimal custodial services are required at this location and it was included in the recent custodial services solicitation. Pursuant to the contract, Lee's Maintenance Service, Inc. will provide personnel, supplies, and equipment to maintain the required custodial services.

The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

Pursuant to County Code Chapter 2.121.330, the Probation Department conducted a competitive solicitation process, which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and ISD's website.

The tort liability under this contract will be the same as that under the preceding contract.

There is no departmental employee relations impact as these services have been contracted since 1991. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The Department evaluated and determined that the Living Wage Ordinance applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on September 10, 2004. Through the solicitation and competitive negotiation process, approximately 140 letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles ISD website (Attachment V). As a result, fifty-six (56) potential providers requested copies of the RFP, twenty-nine (29) potential providers attended the mandatory bidder's conference, and eight (8) proposals were received.

A committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, reviewed a total of two (2) proposals received on October 18, 2004. The proposals were evaluated using an initial screening "pass/fail" process, which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

The proposals submitted by Advanced Building Maintenance, Bell Building Maintenance, Empire Maintenance, Facility Masters, General Building Maintenance, and United Maintenance Systems did not pass the initial screening, and did not proceed to the final evaluation process.

The proposals submitted by Lee's Maintenance Service, Inc. and Southern Building Maintenance passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) plan for providing required services; 2) experience and capability; 3) references and history of any labor law violations; 4) quality control plan; and 5) proposed fee/price.

Lee's Maintenance Service, Inc.' proposal received a high rating by the evaluation committee because it submitted a very responsive proposal that reflected an excellent understanding of the services to be provided. Lee's Maintenance Service, Inc. outlined a quality plan and demonstrated they were experienced and capable of providing the required services. Lee's Maintenance Service, Inc. made a firm commitment to comply with all RFP requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy, Rm. A66
Downey, CA 90242
Attention: Yolanda Young
Contracts & Grants Mgmt. Division

Lee's Maintenance Service, Inc.
14740 Keswick Street
Van Nuys, CA 91405
Attention: Tyrone P. Ingram, President

Respectfully submitted,

PAUL HIGA
Acting Chief Probation Officer

PH:lm
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Attachments (5)

c: Chief Administrative Officer
County Counsel

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

AND

LEE'S MAINTENANCE SERVICE, INC.

FOR

CUSTODIAL SERVICES FOR FIVE (5) PROBATION LOCATIONS, WHICH INCLUDES EAST LOS ANGELES, FACILITIES, PAINTER, RIO HONDO, AND VERMONT AREA OFFICES

April 1, 2005 to March 31, 2006

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LEE'S MAINTENANCE SERVICE, INC.
FOR
CUSTODIAL SERVICES FOR FIVE (5) PROBATION LOCATIONS, WHICH INCLUDES EAST LOS ANGELES, FACILITIES, PAINTER, RIO HONDO, AND VERMONT AREA OFFICES

This Contract and Exhibits made and entered into this ___ day of _____, 2005 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and Lee's Maintenance Service, Inc., hereinafter referred to as CONTRACTOR. Lee's Maintenance Service, Inc. is located at 14740 Keswick Street, Van Nuys, California 91405.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

STANDARD EXHIBITS:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
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PROP A – LIVING WAGE PROGRAM

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

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) AGREEMENT

1.13 EXHIBIT M - CONTRACTOR'S Obligation Under HIPAA

TECHNICAL EXHIBITS

1.14 EXHIBIT N – Technical Exhibits Submitted with Proposal

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this

Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 **CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY Contract Monitor:** Person responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

2.5 **COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Program Manager.

2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A.*

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a twelve (12) month period commencing after execution by COUNTY'S Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of CONTRACTOR(s) by mutual agreement for four (4) additional 12-month periods pursuant to sub-paragraph 8.4, Change Notices and Amendments.

4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation.

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed $162,327. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties,

responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in *Exhibit E - COUNTY'S Administration*.

5.4 No Payment for Services Provided Following Expiration/ 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 or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

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

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

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

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

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

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payment***
- ***Exhibit L - Payroll Statement of Compliance***

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Facilities Director
COUNTY of Los Angeles Probation Department
Property & Supply
4549 Telegraph Road
Los Angeles, CA 90022

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

5.5.7 CONTRACTOR must print the words **"Final Payment"** on the last invoice at the time of termination or expiration of the contract term.

5.6 ***Cost of Living Adjustments (COLA's)***

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department

of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - COUNTY'S Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contracts Manager

Responsibilities of the COUNTY'S Contracts Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- meeting with CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is

not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S Contract Monitor

The COUNTY'S Contract Monitor is responsible for monitoring the services provided in this Contract. The Contract Monitor provides monitoring reports to the COUNTY'S Program Manager and Contracts Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

7.1.1 CONTRACTOR'S Project Director is designated in *Exhibit F - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager, Contract Manager, and Contract Monitor on a regular basis.

7.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.

7.3 CONTRACTOR'S Staff Identification

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

7.4.1 No personnel employed by the CONTRACTOR(s) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

7.4.3 COUNTY reserves the right to preclude the CONTRACTOR(s) from employment or continued employment of any individual for this contract service.

7.4.4 CONTRACTOR(s) and employees of the CONTRACTOR(s) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).

7.4.5 The CONTRACTOR(s) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.

7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR(s) to recover expense. The current amount is $32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(s) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(s).

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", Exhibit N. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit N.

7.5.2 <u>Confidentiality of Adult and Juvenile Records</u>

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

7.5.2.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to Exhibit N, Technical Exhibit 6, "Confidentiality of CORI Information"), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the Probation to any approved delegate or assignee on any claim under this Contract shall be deductible, at Probation's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Probation Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the 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. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

8.4.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR(s).

8.4.3 As used herein, the term "materially" is defined as being a change of more than (10%) ten percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

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

Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

8.5.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.2 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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.

Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates

that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

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

8.12.4 CONTRACTOR Hearing Board

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

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

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

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

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

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 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.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment

eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, 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 parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees

and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit N.* The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit N.*

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Laticia McCorkle, Contract Analyst
COUNTY of Los Angeles Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, B-62
Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the

COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services

performed by the CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.23.5 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.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

- CONTRACTOR shall ensure that sub-contractor maintains Professional Liability Insurance, and provide evidence of such insurance to COUNTY, if needed (e.g. pest control services).

    - **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Agreement.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Chief Probation Officer, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not

performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR, from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Probation Officer determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit N, Technical Exhibit 2*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to

the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager and/or COUNTY Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Contract Manager or COUNTY Program Director is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - COUNTY'S Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of

a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

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

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information,

shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

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

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.

8.39.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Laticia McCorkle, Contract Analyst
COUNTY of Los Angeles Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, B-62
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of within notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to

CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract;

- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and

services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the

COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Probation Department, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the CONTRACTOR; or

- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160.

Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

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

9.1.2 Payment of Living Wage Rates.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the COUNTY Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY under the Contract:

    a. Not less than $9.46 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

    b. Not less than $8.32 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health

Plan. If, at any time during the Contract, the CONTRACTOR contributes less than $1.14 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "CONTRACTOR" includes any subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The

COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR'S Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR'S current health care benefits plan, and the CONTRACTOR'S portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (*Exhibit K and Exhibit L*), or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours

and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR'S contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR'S operations in California.

9.1.5 COUNTY Auditing of Contractor Records.

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

9.1.6 Notifications to Employees.

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

9.1.7 Enforcement and Remedies.

If the CONTRACTOR fails to comply with the requirements of this Sub-paragraph, the COUNTY shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR

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

a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of $100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

c. Termination. The CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute

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

2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the CONTRACTOR breaches a requirement of this Sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

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

9.1.9 Contractor Retaliation Prohibited.

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

9.1.10 Contractor Standards.

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

9.1.11 Employee Retention Rights

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

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

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

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

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

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

    b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.

3. CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, CONTRACTOR may retain a retention employee on the same terms and conditions as CONTRACTOR'S other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 CONTRACTOR'S OBLICATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protested Health Information as defined in *Exhibit M* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit M, Contractor's Obligations Under HIPAA.*

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.

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

9.3.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by

affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 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 the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through CONTRACTOR'S work pursuant to this Contract. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to CONTRACTOR'S work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, CONTRACTOR shall maintain and provide security for all CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by CONTRACTOR outside the scope of this Contract, which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of CONTRACTOR.

9.4.5 Notwithstanding any other provision of this Contract COUNTY will not be obligated to CONTRACTOR in any way under Sub-paragraph 9.4.4 for any of CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which COUNTY is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.5.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade

secret disclosure, arising from or related to the operation and utilization of CONTRACTOR'S work under this Contract. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR'S defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

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

LEE'S MAINTENANCE SERVICE, INC.

By _____
Name

_____
Print Name Here

_____
Print Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER
COUNTY COUNSEL

By_____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

The CONTRACTOR(s) shall provide experienced individuals to perform custodial and related services at Five (5) Probation Locations, which includes East Los Angeles, Facilities, Rio Hondo, Painter, and Vermont Area Offices. Services provided must meet all of the work requirements of this Contract. CONTRACTOR is to provide the Contract Manager and Program Manager a schedule of hours for custodial services.

1.1 Scope of Work

The CONTRACTOR(s) must ensure that custodial supplies and materials furnished are of equal or better quality than those used by the COUNTY and not harmful to the surfaces being cleaned. All materials and supplies are subject to COUNTY approval.

The CONTRACTOR(s) must be able to provide custodial services for all special events and programs, which may be scheduled. Whenever possible, the Probation Department will provide at least ten (10) working days prior to each event. Because of the nature of these functions, it is anticipated that the CONTRACTOR(s) can provide the necessary services for these special events and programs by rescheduling his work force for cleaning rather than incurring premium overtime pay.

If the CONTRACTOR(s) documents to the Contract Manager's satisfaction that the rescheduling of the work force is not possible and extra work hours are necessary, the CONTRACTOR(s) must adhere to the extra hours rate set forth in Exhibit G, Exhibit 1. Extra work is any work requested by COUNTY that is beyond the scope of work requirements of this contract.

The CONTRACTOR(s) will provide a written estimate of labor and materials with description of work. Work that exceeds the estimate must have been approved by the Contract Manager prior to starting work. The COUNTY will not pay invoices that have exceeded the estimates without the prior written approval of the Contract Manager.

The CONTRACTOR(s) must have capabilities for "call back" work for emergencies or special events and must respond to emergencies within two (2) hours of notice. An hourly "call back" rate is to be specified in the proposal. "Call back" is to be authorized in advance by the Contract Manager and is to be shown as separate item(s) on monthly invoice.

A detail of the duties and responsibilities for providing the required custodial services are outlined in Exhibit N, Technical Exhibits 1, 2, and 3.

1.2 Alternative Methods of Providing Service

The CONTRACTOR is obligated to provide services based on COUNTY requirements listed in the Statement of Work. However, alternative methods may also be proposed. CONTRACTORS are urged to submit alternatives that could provide the same high level and quality of custodial service at a lower cost. Alternative methods must be submitted in conformity with all the requirements of this Contract and Exhibit G, Exhibit 1.

2.0 SPECIFIC TASKS

A sample of the types of functions and duties, which the Probation Department requires, are as follows:

2.1 Custodial services shall be provided as listed in the Statement of Work and Exhibit N, Technical Exhibits 1, 2, and 3.

2.2 Custodial services shall be maintained at a level that will provide an adequately clean, safe and sanitary environment for employees and the public, as required by State and COUNTY codes, and protect and preserve COUNTY assets.

2.3 Custodial services will include, but not be limited to, light vacuum of all carpeted areas daily, with a thorough vacuuming weekly, daily spot cleaning of carpet and shampooing of carpet every three (3) months. Tile floors will be swept daily and buffed weekly; mopped daily, stripped and waxed every three (3) months. Restrooms, kitchen, lobby, office area, conference rooms, custodian storage room, and building exteriors will be cleaned thoroughly per Exhibit N, Technical Exhibits 3.

2.4 CONTRACTOR(s) shall provide custodial personnel who will meet the following requirements:

2.4.1 must have a minimum of one (1) custodian who can speak fluent English assigned at all times while staff clean each facility;

2.4.2 must have good work habits;

2.4.3 must be temperamentally capable of working in the presence of the public; and

2.4.4 must be capable of performing the specific assignments described in Exhibit N, Technical Exhibits 3.

2.5 Uniforms for Employees

CONTRACTOR(s) employees assigned to Probation facilities must wear an appropriate uniform at all times. All uniforms as required and approved by the Contract Manager, will be provided by the CONTRACTOR(s) at the CONTRACTOR'S expense.

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of this Contract. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

3.1 An inspection system covering all the services listed in Exhibit N, Technical Exhibit 1 the Performance Requirements Summary. It must 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.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.

3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR(s) being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of juvenile and adult records are maintained.

3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR’S data.

4.0 QUALITY ASSURANCE PLAN

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

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit N, Technical Exhibit 1, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Program Manager during the first three (3) months of the contract, if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Program Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

4.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services

rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager and Program Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.5 Contract Discrepancy Report *(Technical Exhibit 5)*

Verbal notification of a Contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

` The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Technical Exhibit 1. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.

5.2 Adult Records - Personal and social history, DMV record, and arrest record including criminal information of adult offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or

disclosed to unauthorized persons as defined by the Probation Department.

5.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.

5.4 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.

5.5 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.

5.6 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.

5.7 Facility Director - The Director of Facilities for the Probation Departments facilities that includes Five (5) Probation Locations, which includes East Los Angeles, Facilities, Rio Hondo, Painter, and Vermont Area Offices. He/she, or his/her designee will make the decisions for the facilities.

5.8 Juvenile Records - Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.

5.9 Liquidated Damages - The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.

5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR(s). (Technical Exhibit 1)

5.11 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.

5.12 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).

5.13 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

5.14 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).

6.0 PERSONNEL

6.1 COUNTY Contract Manager

6.1.1 The Chief Probation Officer of the COUNTY of Los Angeles or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR(s) in areas relating to policy, information and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.

6.1.4 COUNTY reserves the right to have a Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR(s).

6.1.5 COUNTY will inform the CONTRACTOR(s) of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

6.2 CONTRACTOR(s) Project Director

6.2.1 The CONTRACTOR(s) shall provide its own full-time officer or employee as Project Director and designate the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact

between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding COUNTY holidays. **An answering service (or machine) is <u>not</u> acceptable.** The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Probation Department.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Project Director, an equally qualified individual shall be designated to act for the Project Director.

6.2.2 The Project Director shall have full authority to act for the CONTRACTOR(s) on all contract matters relating to the daily operation of this contract.

6.2.3 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.2.4 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of custodial services or functions of similar scope.

6.2.5 The Project Director and alternate(s) must be able to read, write, speak and understand English.

6.2.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR(s).

6.3 <u>Other CONTRACTOR Personnel</u>

6.3.1 The CONTRACTOR(s) shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

6.3.2 There must be a minimum of one (1) custodian who can speak fluent English assigned at <u>all</u> times while staff clean each facility.

6.3.3 The CONTRACTOR(s) shall insure that by the first day of employment, all persons who may have access to juvenile and adult records, and arrest information have signed an

acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Exhibit N, Technical Exhibit 4)

6.3.4 The CONTRACTOR(s) shall not employ any person seventeen (17) years of age or younger for positions within the confines of a Probation facility.

6.3.5 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

6.3.6 CONTRACTOR must provide a thoroughly trained Manager, Supervisor or Lead Person. The Manager, Supervisor or Lead Person must be present during the first 30 minutes and last 30 minutes of each normal work shift, Monday through Friday. Supervisory coverage must be present on all shifts. The Supervisor or Lead person must be knowledgeable in all aspects of the custodial operation and must have access to the Manager during all hours of shift coverage, 365 days per year. The Contract Manager and/or designee must have access to the Manager during all hours when there is no custodial coverage, 365 days per year.

The Manager/Supervisor and the management team must be acceptable to the Contract Manager. A Manager or Supervisor must be assigned to each facility for the life of the contract. He will serve at the pleasure of the Contract Manager or designee.

6.3.7 The Manager/Supervisor shall meet monthly, or as requested by COUNTY, with the Contract Manager and other designated staff, including the Quality Assurance Evaluator and inspect the facilities to ensure the quality of the custodial services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Contract Manager and submitted to the CONTRACTOR(s) for remedial action, and a copy will be provided to the Contract Development Section.

6.3.8 The Manager/Supervisor shall inspect the custodial operation at least weekly.

6.3.9 A committee consisting of at least two (2) persons hired by the CONTRACTOR(s), one of whom shall be the Manager/Supervisor and the appropriate Probation staff

member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the custodial and related services program; and (2) to solve problems within a time frame designated by the Contract Manager.

6.4 CONTRACTOR'S Security Requirements

6.4.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the CONTRACTOR(s) at his expense. Such badge shall be displayed on CONTRACTOR'S employees at all times while he/she is within the confines of each facility.

6.4.2 CONTRACTOR'S employees are subject to reasonable dress codes when in the facility; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; and must conduct themselves in a reasonable manner at all times.

6.4.3 CONTRACTOR(s) must provide the Contract Manager with a current list of employees and keep this list updated during the contract period.

6.4.4 CONTRACTOR(s) shall immediately report to the Contract Manager any accidents and/or loss of equipment, supplies, etc.

6.4.5 CONTRACTOR'S employees must enter and leave through only specified locations in the facilities to maintain a high level of security, as determined by the Contract Manager or his/her designee.

6.4.6 CONTRACTOR(s) will be assigned keys, as necessary, which cannot be duplicated, for specified facilities, and CONTRACTOR(s) accepts full responsibility for said keys. CONTRACTOR(s) shall acknowledge receipt of keys on a memorandum furnished by the COUNTY. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469).

CONTRACTOR(s) shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys by CONTRACTOR'S employees, including, but not limited to, costs of re-keying locks at each facility, in accordance with Contract, Subparagraph 8.25, "Liquidated

Damages". Lost keys should be reported immediately to the Contract Manager or his/her designee.

6.4.7 CONTRACTOR'S employees are responsible for arming and disarming intrusion alarms when entering and exiting facilities having alarm systems. Instructions for such operation will be provided by the COUNTY.

CONTRACTOR'S employees will be required to Sign In and Out on the Visitor's Log; and the log will also serve to show the time and date(s) custodial staff were in each facility. If an alarm system has been inappropriately armed, the Visitor's Log can be checked to see if the custodial staff are responsible for a false alarm because of failure to comply with instructions and liquidated damages will be assessed.

A log sheet will be provided at each facility listed in this RFP. All employees assigned by the CONTRACTOR(s) to work in a Probation facility must sign in at the beginning of the work shift and indicate the time spent servicing the facility on that shift.

6.4.8 Facility keys must be attached to custodians at all times.

6.5 <u>CONTRACTOR Employee Acceptability</u>

6.5.1 The CONTRACTOR(s) shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.5.2 When personnel are needed for a job with public contact, the COUNTY Contract Manager may, at his or her sole discretion, direct the CONTRACTOR(s) to replace any of the custodial staff the COUNTY Contract Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or probation clients.

6.6 <u>Other CONTRACTOR Obligations</u>

6.6.1 Employees of the CONTRACTOR(s) must undergo an <u>initial</u> physical examination to assure no infectious disease exists before commencing work.

6.6.1.1 In addition, these employees must undergo an <u>annual</u> physical examination to assure no infectious disease exists before continuing

work. CONTRACTOR(s) shall refer to Standard Terms and Conditions and ensure compliance.

6.6.1.2 All physical examinations shall be at CONTRACTOR'S expense and proof of compliance will be maintained by CONTRACTOR(s) and available for inspection by the COUNTY.

6.6.1.3 In lieu of an annual physical examination, CONTRACTOR(s) may elect the following program:

a. Maintain a record of why each employee is absent.

b. If any absence due to illness is for five or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to work.

c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be subject to investigation and review of records by the COUNTY Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a COUNTY responsibility.

6.7 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may

negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

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 (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

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

6.8 Consideration of Hiring COUNTY Employees Targeted for Layoffs

Should CONTRACTOR(s) require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR(s) shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

7.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below:

7.1 COUNTY Provision of Utilities

7.1.1 On-Site Provisions

The COUNTY will provide all utilities to the facilities, including gas, electricity, and water. Use of COUNTY telephones is prohibited except with written permission of Contract Manager. In those instances, the CONTRACTOR(s) must provide credit cards to his/her employees.

7.1.2 Off-Site Provisions

No utilities or telephones will be provided by the COUNTY to the CONTRACTOR(s) if off-site facilities are used.

7.2 Office and Storage Facilities

COUNTY will provide storage facilities to the CONTRACTOR(s) as determined by COUNTY. The storage facilities provided will be limited to the existing custodial closets in the specified buildings. The existing storage facilities are to be used by the custodial and related cleaning services at the specified buildings. The CONTRACTOR(s) is prohibited from use of said office or storage facilities or any other COUNTY property for the conduct of his/her business interests that are not related to or required by each of the specified buildings.

7.3 Additional Provisions

The COUNTY may be requested to provide responsibility for cleaning of the parking lots, paper products/ supplies and/or regular exterminator services. For these reasons, COUNTY would like the cost for each of these services shown separately.

7.4 Maintenance by COUNTY

The COUNTY shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispensers, etc. The CONTRACTOR(s) shall inform the designated representative of any repairs required for these fixtures within 24 hours of their discovery.

7.5 Parking

Parking for CONTRACTOR'S personnel will be provided when available. In the event COUNTY implements paid parking, the CONTRACTOR(s) will be responsible for paying the parking fee. The COUNTY is not responsible for any damage to vehicles owned by the CONTRACTOR(s) or CONTRACTOR'S employees.

8.0 CONTRACTOR-FURNISHED ITEMS

8.1 General

The CONTRACTOR(s) shall furnish all necessary personnel required to perform all services required by the Statement of Work.

8.2 Supplies and Equipment

8.2.1 CONTRACTOR(s) shall provide all the supplies, equipment, logs, cleaning chemicals, deodorizers, paper goods, plastic liners, etc., necessary to perform the services described herein, unless specified otherwise at time contract is to commence.

8.2.2 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR(s) at his/her expense.

8.2.3 CONTRACTOR(s) shall furnish all equipment necessary to fulfill this contract and to accomplish an acceptable and professional level of cleaning. The purchase and maintenance of all equipment to provide the needed services is the responsibility of the CONTRACTOR(s).

9.0 HOURS/DAY OF WORK

9.1 Service Hours

The CONTRACTOR(s) shall normally provide custodial services during the following service hours:

During and after business hours cleaning shall be provided at each Area Office as appropriate. Schedules must get prior approval by the COUNTY Program Manager/Facilities Director (Refer to Exhibit N, Technical Exhibit 2).

9.2 Recognized Holidays

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

9.3 Records of Hours of Services Provided

9.3.1 Each CONTRACTOR(s) employee will record the time of arrival to and departure from the work location by signing in and out on an attendance log.

9.3.2 The CONTRACTOR(s) and Contract Manager will agree to hours worked by CONTRACTOR'S staff. In the event

CONTRACTOR'S staff need to change hours worked, Contract Manager must be notified and notify appropriate staff. However, any change in the hours/time cleaning is performed, must be mutually agreed to by the Probation Department.

10.0 WORK SCHEDULES

10.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

10.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY'S Program Manager and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK

11.1 CONTRACTOR(s) agrees that any work performed outside the scope of "Performance Work Statement" or the "Other Contractor Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Contract, Subparagraph 8.4, "Changes and Amendments of Terms," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) Exhibit N, Technical Exhibit 1 are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR(s) in the areas of custodial services. Exhibit N, Technical Exhibit 1 summarizes

the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit N, Technical Exhibit 1, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

13.0 ADDITION/DELETION OF FACILITIES

CONTRACTOR is responsible for providing custodial and related services for all facilities listed herein. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

A. Facilities may be added to the contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.

B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the Extra Hour Cost proposed by CONTRACTOR.

C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

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EXHIBIT B

PRICING SCHEDULE

LEE'S MAINTENANCE PRICING SCHEDULE

CONTRACT TERM: April 1, 2005 to March 31, 2006

MONTHLY CONTRACT AMOUNT

EAST LOS ANGELES AREA OFFICE

$4,603.22/ month

FACILITIES AREA OFFICE

$2,381.78/ month

RIO HONDO AREA OFFICE

$4,250.54/ month

PAINTER AREA OFFICE

$1,145.84/ month

VERMONT AREA OFFICE

$1,145.84/ month

EXTRA HOURS RATE: $19.11/hour

HOURLY RATE FOR EXTERMINATION SERVICES: $65.00

****Exhibits K and L must be submitted with each monthly invoice.** Refer to the Contract, Standard Terms and Conditions for specifications to submit invoices/payments and all applicable forms for the living wage program.

EXHIBIT C

CONTRACTOR’S PROPOSED SCHEDULE

LEE'S MAINTENANCE SERVICES' STAFFING PLAN

POSITION, NAME, AND LOCATION	WORK SCHEDULE	FULL TIME	HOURLY PLAN	HEALTH PLAN	HOURS	WEEKLY HOURS						
						M	T	W	TH	F	S	S
Janitor Name: Location: RH*	5:30 pm to 2 am	FT	$9.46	NO	40	8	8	8	8	8		
	Periodical				10 CNTY/30 NON-CNTY	2	2	2	2	2		
Janitor Name: Location: ELA*	5:30 pm to 2 am	FT	$9.46	NO	40	8	8	8	8	8		
	Periodical				15 CNTY/25 NON-CNTY	3	3	3	3	3		
Janitor Name: Location: FO*	2 pm to 5 pm	FT	$9.46	NO	25 CNTY/15 NON-CNTY	5	5	5	5	5		
	Periodical				12.5 CNTY/27 NON-CNTY	2.5	2.5	2.5	2.5	2.5		
Janitor Name: Location: PAINTER	6 pm to 8 pm	FT	$9.46	NO	20 CNTY/20 NON-CNTY	4	4	4	4	4		
	Periodical				2.5 CNTY/37 NON-CNTY	0.5	0.5	0.5	0.5	0.5		
Janitor Name: Location: VERMONT	6 p.m. to 9 pm	FT	$9.46	NO	20 CNTY/ 20 NON-CNTY	4	4	4	4	4		

*RH=Rio Hondo; ELA=East Los Angeles; FO=Facilities Operations

EXHIBIT D

CONTRACTOR’S EEO CERTIFICATION

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Yolanda Young
Title: Director of Contracts and Grants Management Division
Address: 9150 E. Imperial Hwy, A-66
Downey, CA 90242
Telephone: (562) 940-2728
Facsimile: (562) 803-6585
E-Mail Address: **Yolanda_Young@probation.co.la.ca.us**

COUNTY PROGRAM MANAGER:

Name: Carolynn Soliz
Title: Facilities Director (Property & Supply)
Address: 4549 Telegraph Road
Los Angeles, CA 90022
Telephone: (323) 260-2761
Facsimile: (323) 268-7841
E-Mail Address: **Carolynn_Soliz@probation.co.la.ca.us**

COUNTY CONTRACT MONITOR:

Name: Jennifer Donnell
Title: Contract Monitor Supervisor
Address: 11701 Alameda Street, Suite 3220
Lynwood, CA 90262
Telephone: (323) 357-5549
Facsimile: _____
E-Mail Address: **Jennifer_Donnell@probation.co.la.ca.us**

COUNTY CONTRACT ANALYST:

Name: Laticia McCorkle
Title: Contract Analyst
Address: 9150 E. Imperial Hwy, B-62
Downey, CA 90242
Telephone: (562) 940-2677
Facsimile: (562) 803-6585
E-Mail Address: **Laticia_McCorkle@probation.co.la.ca.us**

EXHIBIT F

CONTRACTOR’S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____
_____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT G

REQUIRED FORMS

EXHIBIT G
REQUIRED FORMS
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EXHIBIT H

JURY SERVICES ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with 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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a 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.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten 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.

2.203.090. 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.

EXHIBIT I

SAFELY SURRENDERED BABY LAW

EXHIBIT I

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT I

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT I

EXHIBIT J

LIVING WAGE ORDINANCE

2.201.010 Findings.

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

2.201.020 Definitions.

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

A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. “Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

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

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this

Chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

A. A "retention employee" is an employee of a predecessor employer:

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

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

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

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

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EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE

EXHIBIT M

CONTRACTOR'S OBLIGATION UNDER HIPAA

AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit M.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;

(b) shall Disclose Protected Health Information to County upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. Contractor's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

(a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

EXHIBIT N

TECHNICAL EXHIBITS

EXHIBIT N
TECHNICAL EXHIBITS
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TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

This technical exhibit lists the required services, which will be monitored by the Probation Department during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard, which can occur before damages can be assessed; and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an ongoing basis, CONTRACTOR'S performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used are:

- User and/or staff complaints

- 100% and/or Random Inspections

- Random and/or Judgmental Samplings

Criteria for Determination of Payment

CONTRACTOR(s) shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR(s), upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in the RFP. (Refer to Appendix B, Section 12.0)

If performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR(s) respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S

explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR(s). The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart.

For services monitored by 100% and/or random inspection, or user complaints, the figure in Column 5 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances, which exceed the AQL in Column 3. The resulting dollar amount is the amount of the deduction for performance variance, which shall be applied against the monthly payment.

Corrective Action

The CONTRACTOR(s) shall be required to immediately correct those activities found by Probation staff to be unacceptably performed at no additional cost to COUNTY.

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PERFORMANCE REQUIREMENTS SUMMARY CHART
CUSTODIAL SERVICES

REQUIRED SERVICE	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Administrative Services and Competent Supervisory Staff (Exhibit A)	Responsive to conferences, complaints and requests. Maintain good work records, maintain acceptable level of service and project management	0%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Provide written schedule for carpet and furniture shampooing and stripping and waxing floors, window cleaning (over 6 ft.) and cleaning lighting fixtures (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Within 30 days after award of contract; yearly thereafter for term of contract.	0%	-Schedule document -100% and/or Random Inspections -Random and/or Judgmental Samplings -User and/or Staff Complaints	Up to $100 per facility.
Spot clean and vacuum carpets (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Shampoo carpets and upholstered furniture (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Semi-annually	½ %	-Schedule document -User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.

PERFORMANCE REQUIREMENTS SUMMARY CHART CUSTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Sweep, mop and buff floors and tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Strip, scrub and wax floors and tile tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Quarterly (or more frequently due to high usage)	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Spray wax and high speed buff floors and tile tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Semi-annually	½ %	-Schedule document -User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean <u>all</u> areas within restrooms and kitchen areas tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 20% of monthly contract rate for that individual facility.
Clean <u>all</u> lobby/office areas and conference rooms tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.

PERFORMANCE REQUIREMENTS SUMMARY CHART
CUSTODIAL SERVICES

REQUIRED SERVICE	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Provide sufficient supplies for all restrooms and kitchen areas tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 20% of monthly contract rate for that individual facility.
Clean all areas within Infirmary tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Clean inside/outside all glass windows 6 ft in height or less tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Clean inside/outside all glass windows over 6 ft. in height and Venetian blinds tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Semi-annually	1%	-User an/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean lighting fixtures tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100% Semi-annually	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean (pickup, sweep, vacuum) parking lots and all sidewalk areas, and provide necessary refuse bin(s) tile (Exhibit A and Exhibit N, Technical Exhibits 3)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.

PERFORMANCE REQUIREMENTS SUMMARY CHART CUSTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Custodial staff shall be fingerprinted prior to employment (Contract and Exhibit A)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to $100 per employee per occurrence.
No custodial staff shall have a criminal conviction unless such record has been full disclosed previously (Exhibit A)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per employee per occurrence.
Contractor shall reimburse County for record check (Exhibit A)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per employee per occurrence.
Employee Benefits (Exhibit A)	100% Adhere to County requirements	0%	-100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per employee per occurrence.

PERFORMANCE REQUIREMENTS SUMMARY CHART CUSTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Monthly Self-Monitoring Report (Exhibit A)	100% Completed monthly reports on time	4%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.
Quality Control Plan (Exhibit A)	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Contract)	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.

TECHNICAL EXHIBIT 2

LOCATIONS AND SPECIFICATIONS

1. **EAST LOS ANGELES AREA OFFICE**, 144 South Fetterly Avenue, Los Angeles, 90022.

Total Sq. Ft. **22,354 w/o parking lot**

Cement: 128 sq. ft
Tile: 13,162 sq. ft
Ceramic: 752 sq. ft
Brick Tile: 756 sq. ft
Carpet: 0 sq. ft
Sidewalk: 7,556 sq. ft
Parking Lot: 6,875 sq. ft

2. **FACILITIES OPERATIONS**, 4549 Telegraph Road, Los Angeles, 90022.

Total Sq. Ft. **12,050 w/o parking lot**

Cement: 9,467 sq. ft
Tile: 1,498 sq. ft
Ceramic Tile: 0 sq. ft
Brick Tile: 0 sq. ft
Carpet: 1,085 sq. ft
Sidewalk: 0 sq. ft
Parking Lots:5,500 sq. ft

3. **PAINTER STREET OFFICE**, 7639 South Painter Avenue, Whittier, 90602.

Total Sq. Ft. **4,552 w/o parking lot**

Cement: 0 sq. ft
Tile: 0 sq. ft
Ceramic Tile: 140 sq. ft
Brick Tile: 0 sq. ft
Carpet: 2,478 sq. ft
Sidewalk:1,934 sq. ft
Parking Lot: 0 sq. ft

4. **RIO HONDO AREA OFFICE**, 8240 South Broadway Avenue, Whittier, 90606.

<u>Total Sq. Ft.</u> 24,350 w/o parking lot

Cement: 243 sq. ft
Tile: 14,062 sq. ft
Ceramic Tile: 652 sq. ft
Brick Tile: 2,184 sq. ft
Carpet: 2,770 sq. ft
Sidewalk: 4,439 sq. ft
Parking Lot: 29,150 sq. ft

5. **VERMONT OFFICE**, 3965 S. Vermont, Los Angeles, CA 90037

<u>Total Sq. Ft.</u> 18,000 sq. ft. including bathroom

Ceramic Tile: Bathrooms Only

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TECHNICAL EXHIBIT 3

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

All assignments are to be completed during the hours specified, with the possible exception of special events or "call back" for day meetings or emergencies.

Custodial services shall be maintained at a level that will provide an adequately clean, safe and sanitary environment for employees and the public, as required by State and County codes, and protect and preserve COUNTY assets.

Below are the minimum standards for the performance of each task designed to meet the above objectives. However, custodial service needs will vary from facility to facility. Because of such factors as heavy usage, building condition and work site environment, some facilities may require certain custodial operations performed with less or greater frequency than shown here in order to maintain an acceptable level of housekeeping and to adequately protect COUNTY property. The products used to perform the custodial operations shall be safe and employed according to the manufacturers' instructions.

All custodial services provided herein shall be performed consistent with applicable State and County health and safety regulations.

CARPET

1. Light vacuum all carpeted areas daily - vacuum thoroughly weekly.

2. To be spot cleaned daily.

3. To be shampooed every three (3) months.

TILE

4. To be swept daily and buffed weekly.

5. To be mopped daily - to include cleaning of cove base mountings.

6. To be stripped, scrubbed and waxed every three (3) months, or more frequently if required by the facility(ies) due to high usage.

7. To be spray waxed and high speed buffed semi-monthly.

RESTROOMS

8. Toilet bowls to be cleaned inside and outside with soap and water, and a disinfectant - all plumbing fixtures to be cleaned daily.

9. All toilet bowls to be pumice stoned every three (3) months. All urinals' deodorant blocks and screens should be replaced as needed.

10. Sink and fixtures to be cleaned daily.

11. Walls and partitions to be cleaned weekly and removal of all graffiti daily.

12. All metal dispensers such as paper towel dispensers, toilet paper dispensers, and handicapped rails to be cleaned and polished daily .

13. Mirrors to be cleaned daily.

14. All necessary supplies such as toilet paper, hand towels, liquid hand soap, toilet seat covers to be replenished daily - sufficient supply to be provided until next servicing.

15. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

16. Floors to be mopped with soap and water plus a disinfectant cleaning solution daily.

KITCHEN AREAS

17. Sink and plumbing fixtures to be cleaned daily.

18. Counter and surrounding areas to be cleaned daily.

19. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

20. Tables, chairs, cabinets and other fixtures are to be liquid cleaned with water and detergent daily.

21. Refrigerator, stove and other appliances (exterior surfaces) are to be cleaned daily.

22. The interior of refrigerator and microwave oven (not stove), drawers, and cupboards are to be cleaned weekly.

23. Walls, doors, kickplates to be spot cleaned weekly and removal of all graffiti as needed.

24. Floors to be swept and mopped daily, and buffed weekly.

25. Floors to be stripped, scrubbed, and waxed every three (3) months or more frequently if required by facility(ies) due to high usage.

26. Hand towels, soap to be replenished daily - must provide sufficient supplies until next servicing.

LOBBY/OFFICE AREA AND CONFERENCE ROOMS

27. Desks to be cleaned and polished (tops and sides) weekly.

28. Telephones (receiver and base of instrument) are to be cleaned daily with disinfectant.

29 Removal of all graffiti daily.

30. Water fountains to be sanitized and polished daily.

31. Door entrance glass to be cleaned inside and outside twice daily.

32. All metal such as frames, door handles, railings, etc. to be cleaned daily and polished weekly.

33. In stairwells, sweep stairs and landings and damp wipe handrails weekly. Damp mop uncarpeted stairs and landings, vacuum carpeted stairs and landings, and spot clean walls weekly.

34. Front entrance, door mats and surrounding areas to be swept daily.

35. Cigarette urns to be cleaned daily - fixtures polished daily - supply sand as needed.

36. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

37. Shelves, desks, file cabinets, bookcases and fixtures to be high and low dusted daily.

38. Table tops, counters, etc. to be cleaned daily and polished weekly.

39. All interior glass partitions, including entrance glass doors, (inside and outside) to be cleaned weekly and spot cleaned daily.

40. All windows 6 ft. high or less to be cleaned inside and outside weekly.

41. All staff offices, desks, chairs, phones, etc. to be cleaned daily.

42. Upholstered furniture to be spot cleaned weekly and shampooed semi-annually.

43. Venetian blinds to be dusted weekly and cleaned semi-annually.

44. All window glass over six feet (6 ft.) in height to be cleaned semi-annually.

45. All baseboards to be cleaned monthly.

46. All lighting fixtures to be cleaned semi-annually, as deemed by the Contract Manager.

    a. Remove and disassemble lighting fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.

    b. Wash, clean, and dry all types of glass, plastic, and metal lighting fixtures, both disassembled and those remaining in the ceiling.

    c. Clean lighting fixtures, using water, soaps, solvent, cleaning tanks, and degreasers.

    d. Notify the Contract Manager of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures.

    e. Dust and clean ceiling vents.

    f. Clean all work areas after completion of duties.

<u>BUILDING EXTERIORS (SIDEWALK AND PARKING LOT AREAS)</u>

47. Due to water conservation efforts, outside area (walkways, building entrance, etc) and parking lots are to be vacuumed down one time per week.

48. Parking lots, walkways and all adjacent areas of building to be picked up and swept daily, and parking lot trash receptacles must be emptied daily.

49. Refuse bins (dumpsters) are to be provided at each facility; and size of dumpster and frequency of rubbish service is specified in Part A, 1.0. CONTRACTOR is to provide Contract Manager with name and address of rubbish company to provide this service.

SPECIAL INSTRUCTIONS

50. Must use treated dust cloths.

51. Must furnish toilet paper (roll) - 2-ply, County standard, Crown 135-soft plus or equal.

52. Must provide liquid type hand soap for dispensers.

53. Must provide paper towels, minimum standard, roll type, C-fold 937 and single fold, manufactured by Crown Zellerback or equal.

54. Must furnish necessary deodorants and deodorizer batteries for all restrooms.

55. Supplies to be consistent throughout facilities.

56. CONTRACTOR must provide the Contract Manager with a schedule for the following services: Carpet and Furniture Shampooing, Stripping and Waxing of floors, Window Cleaning (over 6 ft.), and Cleaning Lighting Fixtures.

57. All windows are to be cleaned with no inconvenience to Probation staff.

58. All trash receptacles must be cleaned of all debris daily.

59. All furniture is to be returned to a neat and orderly position after floors are cleaned. Meeting room furniture is to be returned to its original position.

60. At the COUNTY'S option, CONTRACTOR is to provide pest extermination services by a company who pays its employees the current prevailing wage. These services may be required any day of the week and at any time during a twenty-four (24) hour period. Pest exterminator will be required to:

    a. Inspect facility and grounds as designated by COUNTY to locate, identify and eradicate infestations of pests, rodents, etc.

    b. Prepare and use poison bait, insecticides, and traps in infested areas.

    c. Rid of expired pests within two (2) hours of notification.

d. Locate conditions conducive to infestation and develop and implement preventive pest control programs.

e. Report to Contract Manager damage to building structure from termites, pests, etc.

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TECHNICAL EXHIBIT 4

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____
Classification

_____
Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____
_____
_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):
_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:-
_____
_____
_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____-
_____
_____
_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

TECHNICAL EXHIBIT 6

CONTRACT FOR

_____ SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am

involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

TECHNICAL EXHIBIT 7

CONTRACT FOR

_____ SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION:_____

ATTACHMENT II
PROBATION DEPARTMENT
Prop A Review - Custodial Services at Five Probation Locations
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries - Classification	Monthly 5th Step Salary	No. of Positions	No. of Months	Total
Custodian	2,126.18	8.0	96	204,113.28
		Subtotal		204,113.28
		Less: 5th Step Salary Savings		(15,614.67)
	Total Direct Salaries			188,498.61
Employee Benefits				83,124.12
	Total Salaries & Employee Benefits			271,622.73
Services & Supplies				29,122.02
	Total Estimated Avoidable Costs			300,744.75

CONTRACTING COSTS

Direct Costs

Contract costs	154,499.97
Indirect Costs	7,826.67
Total Contract Costs (Direct plus Indirect)	162,326.64
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	138,418.11
Percent of Savings	46.03%

ATTACHMENT III

EXHIBIT 4 -REQUIRED FORMS

EMPLOYEE BENEFITS

Medical Insurance/Health Plan: N/A

Employer Pays $_____ Employee Pays $_____ Total Mo. Premium $_____

Annual Deductible
Employee $_____ Family $_____

Coverage (√)
_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance: N/A
Employer Pays $_____ Employee Pays $_____ Total Mo. Premium $_____

Life Insurance: N/A
Employer Pays $_____ Employee Pays $_____ Total Mo. Premium $_____

Vacation:
Number of Days 5 and

Any increase after 0 years of employment, number of days or hours _____

Sick Leave:

Number of Days 0 and

Any increase after 0 years of employment, number of days or hours _____

Holidays:

Number of Days 7 per year

Retirement: N/A
Employer Pays $_____ Employee Pays $_____ Total Premium $_____

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses." The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were also placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

II. A list of firms from which the Department solicited offers:

Attachment IV-A is the Probation Department's Custodial Services Bidder's list.

III. On final analysis and consideration of award:

Lee's Maintenance Service, Inc. was selected without regard to sex, religion, race, color, or creed.

IV. Attachment IV-B is the Organization Information Form for Lee's Maintenance Service, Inc.

ATTACHMENT IV-A CUSTODIAL BIDDERS' LIST

Advanced Bldg. Maintenance Co.
10830 E. Whittier Boulevard
Whittier, CA 90606

Browning Ferris Industries (BFI)
9200 Glen Oaks Boulevard
Sun Valley, CA 91352

Brea Maintenance Company
P.O. Box 20446
Los Angeles, CA 90006

CALCLEAN
14039 S. Hawthorne Boulevard
Los Angeles, CA 90250

Building Service Company
805 South Union Avenue
Los Angeles, CA 90017

Akins Maintenance Company
1283 S. La Brea Avenue, Suite 218
Los Angeles, CA 90019

Dan White=s Maintenance Services
1106 S. Highland Avenue
Los Angeles, CA 90019

Buchanan Maintenance Company
1708 Ogden Drive
Los Angeles, CA 90019

Sunflower Building Service
13127 San Fernando Road, #104
Sylmar, CA 91342

Corporate America Dining Management
627 N. Mariposa
West Los Angeles, CA 90004

Ed Building Maintenance
550 Cameron Crest Drive
Diamond Bar, CA 91765

Gene=s Janitorial Services
434 Woodcrest Street
Rialto, CA 92376

Global Janitorial Service
7033 Luke Avenue
Bakersfield, CA 93508

Olympia Building Maintenance Co.
836 Crenshaw Boulevard, Suite 101
Los Angeles, CA 90005

Empire Maintenance Company
624 South Palm Avenue
Alhambra, CA 91803

Exclusive Cleaning Concept
1241 Maple View Drive
Pomona, CA 91766

Diamond Cleaning Services
P.O. Box 4923
Long Beach, CA

Lloyds Hardware Floors & Janitorial
585 N. Garfield, #1
Pasadena, CA 91101

Metro Building Maintenance Company
3171 W. Olympic Boulevard, #553
Los Angeles, CA 90006

Inland Building Maintenance
1707 S. Grove Avenue, Ste. A
Ontario, CA 91761

J.A.M.E.S. Janitorial Services
13119 St. Andrews Place
Gardena, CA 90249

Merchants Building Maintenance
1190 Monterey Pass Road
Monterey Park, CA 91754

Morrison=s Hospitality Group
860 East Carson Street, Suite 118-147
Carson, CA 90745

Powerful Powers Maintenance
3825 Duray Place
Los Angeles, CA 90008

RB=s Janitorial Service
1544 W. 95th Street
Los Angeles, CA 90047

Pacific Sun Maintenance
1140 Crenshaw Boulevard, Suite 107
Los Angeles, CA 90019

Pedus Building Service
3500 W. First Street
Los Angeles, CA 90004

Service Master

15855 Edna Place, Suite 7
Irwindale, CA 90009

Spotless Janitorial Services
P.O. Box 91018
Los Angeles, CA 90009

Success Building Services
P.O. Box 70698
Pasadena, CA 91107

XTRA Help
7840 Firestone Boulevard, Suite 202
Downey, CA 90241

Andrews Facilities
P.O. Box 62099
Los Angeles, CA 90062

CAM Services
5664 Selmaraine Drive
Culver City, CA 90230

Customer Services, Inc.
550 N. Continental Avenue, Suite 190
El Segundo, CA 90245

Superb Building Maintenance Service
3659 Josephine Court
Compton, CA 90221

Western Building Maintenance
17810 San Gabriel Avenue
Cerritos, CA 90701

Helms & Wortham Janitorial Services
7607 S. Lasalle Avenue

Los Angeles, CA 90047

Triangle Services
71 South Central Avenue
Valley Stream, NY 11580

LERR Group
236 W. Mountain Street, #107
Pasadena, CA 91103

Royal Janitorial Services
8421 Suva Street
Downey, CA 90240

Perfection Services
2026 W. View Street
Los Angeles, CA 90016

United Maintenance
3727 W. 6th Street, Suite 616
Los Angeles, CA 90020

PDQ Personnel Services
5900 Wilshire Boulevard, 4th Floor
Los Angeles, cA 90036

RCA & Associates
5608 Valley Glen Way
Los Angeles, CA 90043

CC Cleaning/Maintenance
1850 W. 169th Street, Suite A
Gardena, CA 90247-5252

Meg Associates
6721 Washington Avenue
Whittier, CA 90601

Unihealth America
1423 S. Grand Avenue
Los Angeles, CA 90015

Rose & Kindel Marketing
900 Wilshire Boulevard, Suite 1030
Los Angeles, CA 90017

Janitorial 2001, Inc.
620 West Santa Anita Street
San Gabriel, CA 91776

TAE-KUK
3350 Wilshire Boulevard, Suite 275
Los Angeles, CA 90010

Bell Building Maintenance
8600 Sepulveda Boulevard, Suite 10
North Hills, CA 91343

Vantage Kleening
636 2 West Lime Street
Inglewood, CA 90301

PAA of California
P.O. Box 2427
Covina, CA 91722

Service Master
777 Sir George Court
Moorpark, CA 93021

King Janitorial Company
4529 San Fernando Road, Suite D
Glendale, CA 91204

Simply Unique
14417 Chase Street, Suite 495
Panorama City, CA 91402

Service Master Industries
17310 Redhill Avenue, Suite 300
Irvine, CA 92714

Salim Rangoodwala Custodial
1963 Tudox Street
Covina, CA 91724

Don=s Master Maids
P.O. Box 75035
Los Angeles, CA 9075-7305

Tower Cleaning Systems
1503 South Coast Drive, Suite 303
Costa Mesa, CA 92626

K.C. Pro Maintenance
3960 Wilshire Boulevard, Suite #411
Los Angeles, CA 90010

Golden Eagle Maintenance
13659 Victory Boulevard, Suite 579
Van Nuys, CA 91401

Alpha Maintenance Company
1601 Sunskist, Suite E
Anaheim, CA 92806

Grace Building Maintenance
5777 W. Century Blvd., Suite 1648
Los Angeles, CA 90045

Korean Maintenance
8548 S. Spring Street, Suite 314
Los Angeles, CA 90013

All Plumbing Company
5722 E. Killdee Street
Long Beach, CA 90808

Best Janitorial Services
505 S. Beverly Drive, Suite 921
Beverly Hills, CA 90212

Building Care Systems
1537 San Anselmo Avneue
San Anselmo, CA 94960

CCECO, Inc.
3176 Pullman Street, Suite 111
Costa Mesa, CA 92626

Cardel Painting & Cleaning Service
P.O. Box 19275
Los Angeles, CA 90019

KSA Jojoba
18630 Hart Street
Reseda, CA 91335

Lee=s Maintenance Services, Inc.
14740 Keswick Street
Van Nuys, CA 91405

MorLin Enterprises
P.O. Box 9927
Long Beach, CA 90810

Nancie=s Sweeping

5747 Beverly Hills Drive
Whittier, CA 90601-3854

Comeland Maintenance
4917 W. Melrose Avnue
Los Angeles, CA 90029

Omni Starkist Maintenance Co., Inc.
12110 Slauson Avenue, Suite 9
Santa Fe Springs, CA 90670

Royal Garden Janitorial Service
6635 Florence Avenue, Unit 321
Bell Gardens, CA 90201

A & W Industries
4307 Crenshaw Blvd.
Los Angeles, CA 90008

Intergrated Support Solutions
4283 Empress Avenue
Encino, CA 91436

Morrison-Crothall
28712 Walnut Grove
Mission Viejo, CA 92692

I-CAN Maintenance Company
1536 S. Fairfax, Suite 3
Los Angeles, CA 90019

Midway Building Maintenance Company
3010 Wilshire Boulevard, Suite 339
Los Angeles, CA 90010

Speed Building Maintenance Company
8720 Woodley Avenue, #223

North Hills, CA 91343

Speed Maintenance Company
8622 Reseda Boulevard, #209
Northridge, CA 91324

Data Clean
740 E. Debra Lane
Anaheim, CA 92805

Coverall Cleaning Concepts
770 City Drive South, Suite 7000
Orange, CA 92868

Natural Building Maintenance
4143 W. Pico Boulevard
Los Angeles, CA 90019

Jani-King of California, Inc.
500 N. State College Blvd., Suite 900
Orange, CA 92868

Spic & Span
8240 Bobbybarar Avenue
West Hills, CA 91304

Perfection Services
2026 West View Street
Los Angeles, CA 90016

Final Touch Building Maintenance
1815 E. Center Street
Anaheim, CA 92805

Diamond Contract Services
898 N. Fair Oaks Avenue #A
Pasadena, CA 91103-3046

Maxim Building Care
3545 Wilshire Blvd., Ste. 208
Los Angeles, CA 90010

Ultimate Maintenance Services
4237 West Redondo Beach Boulevard
Lawndale, CA 90260

Sunny Maintenance
2150 Westwood Blvd.
Los Angeles, Ca 90025

Amaidzing! Inc.
6710 Kester Avenue
Van Nuys, Ca 91405

Smile Shin Maintenance
1333 Westwood Boulevard
Los Angeles, Ca 90024

American Building Janitorial
5199 E. Pacific Coast Hwy, Suite 206
Long Beach, CA 90804

Author & Finisher Janitorial Services
44927 Rock Island Dr.
Lancaster, Ca 93534

B & C Cleaning Service
5720 Case Ave.
North Hollywood, CA 91601

Building Cleaning Systems, Inc.
2510 N. Grand Ave., Suite 102
Santa Anita, CA 92262

D & A Cleaning Service
7022 Darby Avenue, Unit B
Reseda, CA 91335

Diamond 1 Cleaning Services
4209 McLaughlin Ave., Apt 4
Los Angeles, CA 90016

Dynamic Cleaning & Maintenance
345 Foothill Blvd, Suite 11
Glendora, CA 91006

G Window Cleaning
P.O. Box 2497
Canoga Park, Ca 91303

J. Maintenance Co.
3435 Ocean Park Blvd
Santa Monica, CA 90405

Cleaner Image
2790 Skypark Drive, Suite 208
Torrance, CA 90505

Jay Bee's Janitorial
12815 Avalon Blvd
Los Angeles, CA 90061

M & T Janitorial Service
1917 West 94th St.
Los Angeles, CA 90001

RB's Janitorial Service
1544 West 95th St.
Los Angeles, CA 90047

2000 Specialty Clean Service
4332 W. Adams Blvd., Suite 103
Los Angeles, CA 90001

A Call Janitorial
611 South Catalina Street
Los Angeles, CA 90005

A Mullins Maintenance Co.
5030 West Washington Blvd.
Los Angeles, CA 90016

A R S Janitorial Services

1340 West 6th St.
Los Angeles, CA 90017

Abbey Road Inc.
5757 West Century Blvd.
Los Angeles, Ca 90045

Able Building Maintenance Co.
5829 West 4th St.
Los Angeles, Ca 90036

Advantage Janitorial Services
19301 Saticoy St.
Reseda, Ca 913354

Aesthetic Maintenance Corporation
1625 Palo Alto St.
Los Angeles, Ca 90026

Airport Janitorial Service
1100 West 79th Street
Los Angeles, Ca 90044

All American Maintenance Service
244 West 119th Street
Los Angeles, CA 90061

Allstate Building Maintenance Co.
2978 Wilshire Boulevard, Suite 305
Los Angeles, CA 90010

Andy's Maintenance
1958 South Shenandoah Street, Apt. 4
Los Angeles, CA 90022
Antonio Botello GENL Maintenance
700 Irolo Street
Los Angeles, CA 90005

Apple House Cleaning
810 S. Spring St.
Los Angeles, Ca 90015

Assured Janitorial Services
12871 Correnti Street

Pacoima, Ca 91331

BW Janitorial & Maintenance Services
8923 South San Pedro Street
Los Angeles, Ca 90003

Building Service Co.
805 South Union Avenue
Los Angeles, CA 90019

Byrd Cleaning Service
1031 South Burnside Avenue
Los Angeles, CA 90019

CBM Janitorial Service
28936 Bessemer Street
Tarzana, Ca 91335

Century Maintenance Co.
3532 Overland Avenue, #B
Los Angeles, CA 90034

Chavez commercial Office Cleaning
2729 ½ Francis Avenue
Los Angeles, Ca 90005

City Maintenance Systems
5657 Wilshire Boulevard, Suite 190
Los Angeles, CA 90036

City Wide Maintenance Co
208 South Oxford Avenue
Los Angeles, Ca 90004
Cleanmore Maintenance Co.
6815 Willoughby Avenue, Suite 105
Los Angeles, Ca 90038

Coast Building Maintenance
5371 Wilshire Boulevard, Suite 214
Los Angeles, Ca 90036

Contreras Maintenance & Janitorial Service
13551 Mercer Street
Pacoima, Ca 91331

Dazzle Maintenance
560 S. San Vicente Blvd.
Los Angeles, Ca 90048

Diamond 1 Cleaning Services
4209 McLaughlin Ave., Apt. 4
Los Angeles, Ca 90016

Diamond Building Maintenance Inc.
6399 Wilshire Boulevard
Los Angeles, CA 90048

District Building Maintenance Service
1314 Clela Avenue
Los Angeles, CA 90022

Doryon Maintenance Co. Inc,
859 N. Vigil Ave., Suite B
Los Angeles, CA 90029

E D P Cleaning Service
5066 Chimineas Ave.
Tarzana, Ca 91356

D & A Cleaning Service
7022 Darby Ave. Unit B
Reseda, Ca 91335

Econo-Mee Maintenance Inc.
807 S. Union Ave.
Los Angeles, CA 90017

GBM
3250 Wilshire Blvd., Suite 1103
Los Angeles, CA 90010

Gary Brandt Building Maintenance
5743 Smithway St., Suite 104
Los Angeles, CA 90040

George H Maintenance
3001 Raymond Ave.
Los Angeles, CA 90007

Gregs Maintenance Service

1960 Chariton St.
Los Angeles, CA 90034

Janitorial Management Services
6011 Reseda Blvd., Floor 2
Tarzana, Ca 91356

Corporate Building Services, Inc.
3350 Wilshire Blvd, #1105
Los Angeles, CA 90010
Attn: Philip W. Gregg

ATTACHMENT IV-B

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

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

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

My County (WebVen) Vendor Number : _____

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

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

Total Number of Employees (including owners):

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1		4		10	12
Hispanic/Latino			2	1	119	105
Asian or Pacific Islander				1	12	4
American Indian						
Filipino					7	12
White					12	5

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	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other
City of Los Angeles	X				

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

Print Authorized Name	Authorized Signature	Title	Date
Tyrone P. Ingram		President	10/15/04

ATTACHMENT V

Bid Detail Information

Bid Number : 6400412
Bid Title : Custodial Services at Five (5) Probation Locations
Bid Type : Service
Department : Probation
Commodity : JANITORIAL/CUSTODIAL SERVICES
Open Date : 9/10/2004
Closing Date : 10/18/2004 12:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Dear Prospective Contractor:

REQUEST FOR PROPOSALS (RFP) TO PROVIDE
CUSTODIAL SERVICES AT FIVE (5) PROBATION LOCATIONS, WHICH INCLUDES EAST L.A., FACILITIES, PAINTER, RIO HONDO, AND VERMONT AREA OFFICES
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
RFP #6400412

The COUNTY of Los Angeles Probation Department is soliciting proposals from qualified contractors to provide custodial services at Five (5) Probation Locations, which includes East L.A., Facilities, Painter, Rio Hondo, and Vermont Offices.

The CONTRACTOR(s) will be responsible for providing the most efficient and economical services through both the provision of experienced custodial staff available for the term of the contract, and appropriate supplies and equipment to maintain the required level of custodial services for all designated Probation Department facilities. The CONTRACTOR(s) will be a company whose major function is to provide reliable custodial services and demonstrates the capabilities to provide custodial services at the level requested by the COUNTY. Interested and qualified CONTRACTORS who have demonstrated their experience in providing services of this type are invited to participate in this solicitation process. All custodial services must be performed in accordance with COUNTY standards and in a manner consistent with the long-range plans, goals and objectives of the COUNTY.

The contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The awarded contract must provide all services at less cost than COUNTY cost.

Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements in Attachment A.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Laticia McCorkle, Contract Analyst
Contracts & Grants Management Division
County of Los Angeles Probation Department
9150 E. Imperial Highway, Room B-62
Downey, CA 90242
(562) 940-2677

There will be a Mandatory Bidder's Conference and Site Visit where County representatives will be available to answer any questions about the RFP process and objectives. The mandatory bidders' conference will be held on Friday, October 1, 2004 @ 9:30 a.m., at Rio Hondo Area Office, 8240 South Broadway, Whittier, CA 90606. Those planning to attend must notify Ms. Laticia McCorkle at (562) 940-2677 by 4:00 p.m., Thursday, September 30, 2004. There will also be a Site Visit of the four (4) other Area Offices, which includes, Painter, East LA, Facilities, and Vermont immediately following the Conference. Attendees must provide their own transportation and an itinerary for the other four (4) site visits will be available to the attendees at the Mandatory Bidders' Conference.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST ON MONDAY, OCTOBER 18, 2004.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

ATTACHMENT A

MINIMUM REQUIREMENTS

1.PROPOSER must attend the Mandatory Bidders' Conference and Site Visit scheduled for Friday, October 1, 2004 at 9:30 a.m. PDST.

2.PROPOSER must submit a proposal by 12:00 p.m., PDST, Monday, October 18, 2004.

3.PROPOSER'S annual cost is less than the COUNTY'S cost to perform the same services.

4.PROPOSER must comply with the requirements of the COUNTY'S Living Wage Program (Los Angeles COUNTY Code, Chapter 2.201). Prospective CONTRACTORS should carefully read the Living Wage Program (RFP, Subparagraph 1.34, page 16) and the pertinent living wage provisions (Appendix K), both of which are incorporated by references into and made a part of this RFP. The Living Wage Program applies to both CONTRACTORS and their SUBCONTRACTORS. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further consideration.

5.PROPOSER must demonstrate a minimum of three (3) years experience within the last five (5) years providing custodial services on a long-term basis including the purchase and delivery of supplies.

6.PROPOSER must identify an administrative local business office located within or adjacent to the COUNTY of Los Angeles and an address to the business office must be included in the proposal.

7.PROPOSER must identify a Project Director with a minimum of three (3) years experience within the last five (5) years providing the above services to who will oversee the contract operations.

8.PROPOSER must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

9.PROPOSER'S must respond positively to a willingness to hire GAIN/GROW participants. (Reference Sub-paragraph 1.27 in this Section)

10.PROPOSER must certify intent to comply with the COUNTY'S Jury Service Program. (Reference Sub-paragraph 1.32 in this Section)

11.PROPOSER must comply with the COUNTY'S Living Wage Program. (Reference Sub-paragraph 1.34 of this Section)

Contact Name : Laticia McCorkle
Contact Phone# : (562) 940-2677
Contact Email : Laticia_McCorkle@probation.co.la.ca.us
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