COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

Dave Lambertson
Director

To enrich lives through effective and caring service.

Telephone: (323) 267-2101
FAX: (323) 264-7135

June 9, 2005

Agenda Date: June 21, 2005

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

Dear Supervisors:

REQUEST FOR APPROVAL OF
SIX CUSTODIAL SERVICES AGREEMENTS
(ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that custodial services can be more economically performed by independent contractors than by County employees.

2. Approve and instruct the Chair of the Board to sign the attached Agreements with Southern Building Maintenance, Inc., Reliable Building Maintenance, Inc., Premier Building Maintenance, Diversified Maintenance Services, Diamond Control Services, Inc., and Come Land Maintenance Co. Inc., to provide custodial services at 154 buildings for 17 County departments and the Superior Courts for a period of three (3) years, with two (2) one-year renewal options and six (6) month-to-month extensions. The estimated first year cost for these Agreements is $12,372,820. The Agreements are effective upon approval by your Board and service will commence at the discretion of the County.

3. Delegate authority to the Director of the Internal Services Department (ISD), or his designee, to approve and execute all renewal options, extensions, and change notices, including adding and deleting facilities and approving necessary changes to the scope of services, pursuant to the terms of the Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

ISD currently contracts for custodial services for 17 County Departments and the Superior Courts at 154 buildings throughout the County. The current Agreements

expire on September 11, 2005 and the Director of ISD has the authority to extend the contracts for an additional month. Therefore, ISD's authority to obtain custodial services under the current Agreements expires October 11, 2005. The recommended actions will ensure that these facilities continue to receive custodial services with no lapse in service.

The work has been divided into six (6) geographic regions with one Agreement recommended for award for each region. This approach minimizes the risk to the County from any contractor defaults and this model has proven to promote effective management of the work. Based on past experience, there are occasions during the term of the Agreements when the scope of service at an individual facility needs to be changed, facilities need to be added or deleted, or a contractor must be replaced. Approval of recommendation 3 will provide ISD with the ability to efficiently handle these situations as follows:

- Scope of service changes will be negotiated with the site contractor with appropriate adjustments made to the associated Agreement.

- Contracted services for additional facilities in the same region will be negotiated with the regional contractor based on hourly rates set forth in the Agreement.

- Replacement of a contractor will be accomplished by competitively bidding the service requirements to the remaining regional contactors. The resulting services will be added to the applicable Agreements by an amendment executed by the Director of ISD or designee.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed contracts support the County Strategic Plan Goals, No. 1 for Service Excellence, by providing efficient and responsive services and No. 4 for Fiscal Integrity by acquiring services in a cost-effective manner.

FISCAL IMPACT/FINANCING

The first year cost of the six (6) contracts is estimated at a total cost of $12,372,820. The ISD approved FY 2004-2005 budget and the requested FY 2005-06 budget contain sufficient funding to cover the first year annual expense for the Agreements. ISD's Agreement costs will be recovered by billing the County departments using the contracted services.

The County cost to provide the services included in the recommended Agreements for one year is estimated to be $16,529,138. The total annual contract cost for service to all six (6) regions is estimated to be $12,372,820. County cost savings, which will result from the recommended contracts, is estimated to be $4,156,318 annually. The Auditor-Controller has approved the cost analysis which demonstrates that these contracts are cost effective (Attachment 1).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The proposed Agreements will commence on approval by your Board and service will begin at the discretion of the County for a period of three (3) years, with two (2) one-year renewal options and six (6) month-to-month extensions. Prices are fixed for the initial three-year term. The contracts allow for a cost of living adjustment (COLA) to during the fourth and fifth years, if the option to renew is exercised. The Agreements contain the standard County language pertaining to COLAs, which states: 1) the Contract amount may be adjusted annually based on the local area Consumer Price Index (CPI) 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; 2) 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; and 3) should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted is consistent with the County's COLA policy.

All of the recommended contractors have agreed to the County's terms and conditions. The Agreements contain all of the Board, CAO, and County Counsel required provisions, including the County's Child Support Compliance Program, consideration of GAIN/GROW participants, Contractor Non-responsibility and Debarment, Contractor Employee Jury Service and Safely Surrendered Baby Law. The attached Agreements have been reviewed and approved as to content by County Counsel. All recommended companies have met the Living Wage requirements.

CONTRACTING PROCESS:

On October 28, 2004, ISD released a Request For Proposals (RFP) for custodial services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2). Notice of the RFP was sent by electronic mail to 207 vendors registered with the County (Attachment 3). In addition, the contracting opportunity was advertised in The Daily News, The Korean Central Daily, La Opinion, and The Los Angeles Sentinel.

Thirty-three (33) companies attended the Proposers' Conference on November 16, 2004. Twenty (20) proposals were received. Four (4) proposals were disqualified as non-responsive due to material omissions of required information and sixteen (16) proposals were evaluated. The Evaluation Committee consisted of representatives from the Department of Public Works (DPW), the Probation Department and ISD. Debriefings were offered to all of the non-selected proposers and six (6) of them requested debriefings. There were no protests resulting from this solicitation.

The recommended vendors were determined to have the most responsive and responsible proposals. A summary of the Community Business Enterprise (CBE) Information provided by each recommended vendor is attached (Attachment 4). On final consideration, selections were made without regard to gender, race, creed, color, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommendations will provide for continuation of needed custodial and related services at a wide variety of County buildings in compliance with your Board's Living Wage Program requirements.

Following execution of the Agreement by your Board, please return to the department two (2) executed copies of each Agreement.

Respectfully Submitted,

Dave Lambertson
Director

DL:DB:kh
Attachments (4)

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

ISD - CUSTODIAL DIVISION
PROP A REVIEW - CUSTODIAL SERVICES - ALL REGIONS
Comparison of County's Estimated Avoidable Costs to Contractors' Costs

COUNTY COSTS

Direct Costs

Salaries

Classification		No. of Positions		Total	
Custodians		288.0	$	8,824,454	
Custodian Supervisors		18.0	$	679,213	
Floor Care Specialists		13.0	$	440,803	
			$	9,944,470	
Less: 5th Step Salary Variance			$	(229,885)	
	Total Salaries		$	9,714,585	
Employee Benefits			$	3,915,072	
Other Benefits (Night Shift Diffential, Bonus Allowance)			$	361,214	
	Total S&EB		$	13,990,871	
Services & Supplies			$	2,538,267	
Equipment			$	-	
	Total County Direct Costs		$	16,529,138	
Indirect Costs					
Overhead			$	-	
	Total County Indirect Costs		$	-	
	Total Estimated Avoidable Costs		**$**	**16,529,138**	(A)

CONTRACTING COSTS

Direct Costs

Contract Costs		$	12,372,820	
Indirect Costs				
Contract Monitoring		$	-	
	Total Cost of Contracting	**$**	**12,372,820**	(B)
ESTIMATED SAVINGS FROM CONTRACTING		**$**	**4,156,318**	(C) A - B
PERCENT OF SAVINGS			**25%**	(D) C / A

ATTACHMENT 2

Bid Information

Bid Number :	103554mmh
Bid Title :	Request for Proposal for Custodial Services
Bid Type :	Service
Department :	Internal Services Department
Commodity :	JANITORIAL/CUSTODIAL SERVICES
Open Date :	10/28/2004
Closing Date :	12/21/2004 12:00 PM
Notice of Intent to Award :	View Detail
Bid Amount :	$ 00,000
Bid Download :	Available
Bid Description :	The County of Los Angeles Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals from qualified vendors that can provide Custodial services to County facilities within Los Angeles County. The facilities are grouped into six (6) geographic regions: Civic Center, East Valley, South County, Coastal, West County and North County. The Regions contain approximately 400,000 to 2,400,000 square feet that will require cleaning services in multiple facilities. Services include general custodial cleaning, window washing, light fixture cleaning, carpet/floor care, parking lot sweeping, solid waste/rubbish removal and pest extermination services. Details on required services and locations of facilities are described within the RFP.

Amendment Date : 11/15/2004	Addendum #1			
Downoad Available	Addendum #1	Win Zip	35.76 K	CustodiaPriceSheetsv2.zip
Amendment Date : 12/9/2004	Addendum Number 2			
Downoad Available	Addendum Number 2	Win Zip	831.88 K	AddendumNumber2.zip

Contact Name :	Peggy Heeb
Contact Phone# :	(323) 267-2265
Contact Email :	mheeb@co.la.ca.us
Last Changed On :	12/20/2004 9:37:13 AM

Back to Last Window

Back to Award Main

ATTACHMENT 3

Custodial RFP Proposer List

3R Filter, Inc.
A & W Maintenance
A to Z Painting Maint. Group, Inc.
A Touch of Magic Cleaning
A&B Maintenance, Inc.
A-1 Janitorial Service
A-B Business Support
A.Q. Management & Control Inc.
Able-Body Professional Service
Accent Service Company, Inc.
Act-1 Building Services, Inc.
Action Maintenance Systems
All Direct Mail-Services, Inc.
All Services Cleaning
Alliance Distributing
Always Unique Cleaning Svc.
AM/PM Maint. Personnel, Inc.
American Building Janitorial
American Tek Solar Sales
American-All Seasons
ASAP Cleaning Services
Ascot Environmental Maint. Svc.
Asian Rehabilitation Services
Astro Cleaning Solutions
Aztec Facility Services
B & B Building Maint. Svc.
B & B Maintenance Services
Bay Medical Co. Inc.
Before & After Maintenance
Bell Building Maintenance Co.
Best Maint. Co. dba African Dev Resources Inc.
Bigol Services Inc.
Bravo's Maintenance Services
Briteworks Inc.
Busy Bee Cleaning
C.A.N. Refreshments
California Conservation Corps
CAM Services
CARI
Catalina Cleaning Service
Ceed Security Services, Inc.
Clean-ing Things
Cleaner Image Janitorial
Cleaning Services, LLC
CMC Janitorial Services

Custodial RFP Proposer List

Coastal Construction Building Maint. Svs.
Comeland Maintenance Co.
Commercial Maintenance Solution
Compuclean Computer Cleaning
Corporate Building Svcs., Inc.
Corporate Real Estate Solutions, Inc.
Curtis Janitorial Service
Customer Service, Incorporated
Delta Building Services, Inc.
Diamond Contract Services, Inc.
Direct Building Services
DJP Enterprise
Drivers Cleaning and Maintenance
E.L. Pettis & Associates
Eagle Glen Cleaning Services
East Maintenance Co.
Edna's Janitorial Services
Ellis Enterprises BMS
Empire Maintenance
EPS Engineering Services, Inc.
ESS Environmental Services Solutions
Evergreen Building Services
Executive Group International
Executive-Suite Services Inc.
Facility Operations Plus
FCBM Service, Inc.
Feinberg VC Corporation
First Class Building Maint. Svc., Inc.
Freelance 4U, Inc.
G&N Enterprise, Inc.
General Building Maintenance
General Maintenance
Global Mechanical
Global Services Management
Grace Building Maintenance Co.
Grace Under Fire Cleaning Serv.
Graffiti Control Systems
Grasshopper Janitorial Service
H&D Enterprise
H&H Building Maintenance
Haynes Building Service, Inc.
Hi-Tech Maintenance
Holiday Paper Products
Ideal Bus. Circuit Security Janit. Hlth. Care
International Data Supply Corp.

Custodial RFP Proposer List

Ishop Solutions
J & J Cleaning and Janitorial Svs.
J.A.M.E.S. Janitorial Service
Jani-Trol
Janserv International
JB Janitorial
Jerry's Janitorial
Julie-Irene Cleaning Service
Jung & Kang Inc.
K & P Janitorial Services Inc.
K&S Services Janitorial
Keny Sanitary Services
Korean Maintenance Co.
Korean Maintenance Co.
LA Cha Maintenance Co.
LA Poubelle
Lewis & Holifield Mgmt.
Lincoln Training Center
Lon's Maintenance
M & B Paper Products Inc.
M.A.S. Janitorial Consulting
Maintenance Management Systems
Mary & Son Janitorial Maint. Svc. Inc.
Master Janitorial Maintenance
Mastercare
Matrix Building Maintenance dba MBM Professional Jan Svc
Maxim Building Care, Inc.
Maxim Building Services, LLC
MBM Professional Janitorial Services
Merchants Building Maintenance, LLC
Metro Building Maintenance Co.
Midas Tile & Grout Restoration
Moran Janitorial Service
Mr. T Building Services, Inc.
N.B.M. Corp.
National Pinnacle Care, Inc.
New World Service, Inc.
Newpoint Management, LLC
Oasis Enterprises
Ooogee.com, Inc. dba Wilson Janitorial Service
Openworks
Out of Sight Cleaning Service
PAA of California Stone & Woodrestoration, LLC
Parthenon Cleaning Solutions
Patten Energy Enterprises, Inc.

Custodial RFP Proposer List

Pearce Building Services
Pedus Building Services, Inc.
Pedus Service
Peerless Maintenance Service, Inc.
Pegasus Building Services
Pinkney's Cleaning Enterprise dba Pinkney's Cleaning Svc.
Pioneer Chemical Co.
PJK Maintenance Inc.
PMK Enterprises
Power Building Janitorial Services
Preferred Temporary Services
Premier Building Maintenance
Priority Building Services
Professional building Maintenance
Professional Building Maint.
Professional Cleaning and Maintenance
Quality Cleaning
Quality Coast, Inc.
R and D Options
Rainbow Carpet Care & Janitorial Svc.
Reliable Bldg. Maint. Inc.
Reliance Service Group
Reliance Support Services
Rogan Building Services, Inc.
Royal Crest Building MT
Santa Fe Building Maintenance
Self's Janitorial Service
Servicemaster CBM
Shameka Hull Scholarship Foundation
Side Bar & Associates
Sierra Janitorial Services, Inc.
Sonit Services
South East Chemicals, Inc.
Southern Building Maintenance
Sparkin Clean Janitorial
Sqweeky Kleen Maintenance
Stamco
Sunny Maintenance Co.
Superior Environmental
Support Services of America, Inc.
Supreme Cleaning Team
Systems Management, Inc.
T & T Janitorial
Team-One Employment Specialist
Teltara

Custodial RFP Proposer List

The Cleaners
The Diaz Group
The Harper Group
The Machado Environmental Corpair Duct Cleaning Co.
Tobar Cleaning Services
Ultimate Cleaning & Maintenance
Ultimate Maintenance Service, Inc.
UMS
Uniserve Facilities Services Corp.
Unisource Maintenance Supply a Facility Supply Div.
United Building Care
United Janitorial Services
Universal Solutions
US Metro Group
VSN Carpet Cleaning & Janitorial Services
W & R Services
Webco Sweeping
West Coast Business Products
Williams & Associates Plus One
Wilson Commercial and New Construction Cleaning
Woods Maintenance Services, Inc.
World Service West LA Inflight service Co., LLC
World Wide Maintenance
WWC Window Cleaning of Los Angeles, Inc.
Xtreme Maintenance
Yo-Way Services, Inc.
Yuman, Inc.

ATTACHMENT 4

CUSTIODIAL SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR

FIRM INFORMATION		Southern Building Maintenance, Inc.	Reliable Building Maintenance Inc.	Premier Building Maintenance Services / PMS / Inc.	Diversified Maintenance Services, Inc.	Diamond Contract Services, Inc.	Come Land Maintenance Co. Inc.
Cultural/Ethnic Composition							
OWNERS/PARTNERS	Black/African American					1	
	Hispanic/Latin American						
	Asian American	1	2	2			2
	American Indian/Alaskan						
	All others				4		
	Women (included above)		1	1	2		
MANAGER		**Number**	**Number**	**Number**	**Number**	**Number**	**Number**
	Black/African American	1	1	3	14	6	25
	Hispanic/Latin American	1	4	11	69	4	23
	Asian American	3	5	3	2		
	American Indian/Alaskan						
	All others				15	2	
	Women (included above)	3	3	2	34	4	20
STAFF	Black/African American	5	9	7	124	24	50
	Hispanic/Latin American	76	36	92	2991	324	50
	Asian American	6	9	7			
	American Indian/Alaskan				9		
	All others		3		122		
	Women (included above)	22	25	20	1416	194	50
TOTAL # OF EMPLOYEES		93	69	125	3350	361	150
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
COUNTY CERTIFICATION		NO	NO	NO	NO	NO	NO
CERTIFYING AGENCY		N/A	N/A	N/A	N/A	Minority/Dis-advantaged - City of Los Angeles Minority /M/WBE Clearing House	N/A

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOUTHERN BUILDING MAINTENANCE, INC.

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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J LIVING WAGE ORDINANCE
K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
L PAYROLL STATEMENT OF COMPLIANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SOUTHERN BUILDING MAINTENANCE, INC.
FOR
CUSTODIAL SERVICES

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 Southern Building Maintenance, Inc., a California corporation hereinafter referred to as Contractor. Southern Building Maintenance, Inc. is located at 836 Crenshaw Blvd., Suite 101, Los Angeles, CA 90005.

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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

SOUTHERN BUILDING MAINTENANCE, INC.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

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ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 1 - CIVIC CENTER

CUSTODIAL SERVICES
PRICING SHEETS -VERSION 3

VENDOR NAME:	Southern Building Maintenance, Inc.

NO.	FACILITY LOCATION	ADDRESS	CITY	SQUARE FEET	MONTHLY COSTS	ANNUAL COSTS ($)
1	CAO	510 So. Vermont Ave.	Los Angeles	31,450	4,045.00	$48,480.00
2	COM. & SR. CITIZEN SERVICES	3175 W. 6th St.	Los Angeles	52,230	6,422.00	$77,064.00
3	COM. & SR. CITIZEN SERVICES	532 So. Vermont Ave.	Los Angeles	13,346	3,172.00	$38,064.00
4	COURTS	300 E. Olive	Burbank	66,697	8,355.00	$100,260.00
5	COURTS	429 Bauchet St.	Los Angeles	83,692	10,961.00	$131,532.00
6	COURTS	210 W. Temple St.	Los Angeles	1,347,682	74,880.00	$898,560.00
7	COURTS	1601 Eastlake Ave.	Los Angeles	103,372	16,597.00	$199,164.00
8	DPSS	813 4th Place	Los Angeles	39,956	5,939.00	$71,268.00
9	DPSS	2855 Olympic Blvd	Los Angeles	63,066	9,752.00	$117,024.00
10	DPSS	2415 W. 6th Street	Los Angeles	46,228	4,517.00	$54,204.00
11	DPSS	5445 Whittier Blvd.	Los Angeles	70,493	9,767.00	$117,204.00
12	DPSS	2601 Wilshire Blvd.	Los Angeles	62,000	9,340.00	$112,080.00
13	MENTAL HEALTH	550 So. Vermont Ave.	Los Angeles	148,085	16,231	$194,772.00
14	PARKS & RECREATION	433 S. Vermont Ave.	Los Angeles	22,928	3,477.00	$41,724.00
15	PROBATION	433 Bauchet St.	Los Angeles	3,000	1,845.00	$22,140.00
16	SHERIFF	2020 W. Beverly Blvd.	Los Angeles	34,511	6,075.00	$72,900.00
17	SHERIFF / HEALTH	1925 Daly	Los Angeles	16,878	2,284.00	$27,408.00
	Project Crew/Wax Team				14,678.00	$176,136.00
TOTAL	***ALL DEPARTMENTS***			**2,205,614**	208,337.00	2,500,044.00

ADDITIONAL SERVICES	HOURLY RATE ($)
Emergencies or Call Back Work	$ 25.00/hour
Special Events/Programs	$ 25.00/hour
Facility Additions - Staffing	
Custodian	$ 19.50/hour
Principal Custodian	$ 20.50/hour
Supervisor	$ 21.50/hour

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 1	
Department/Facility	CAO
Address	510 South Vermont Avenue, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			N/A
Night (M-F)	2	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	31,450	
Staff in Building	145	
Approximate Number of Persons Entering/Exiting Building Per Month	3,600	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	544	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	13	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	11	
Number of Toilets	14	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	53	Interior Partition Glass/Doors	12 doors

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 2	
Department/Facility	Senior Services
Address	3175 West 6th Street, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	7.0	8:00 AM – 4:00 PM
Night (M-F)	1	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	52,230	
Staff in Building	225	
Approximate Number of Persons Entering/Exiting Building Per Month	150	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	516	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	16	
Number of Toilets	25	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	179	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 3	
Department/Facility	Refugee Service Center
Address	532 South Vermont Avenue, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	13,346	
Staff in Building	45	
Approximate Number of Persons Entering/Exiting Building Per Month	990	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	239	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	10	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	14	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 4	
Department/Facility	Burbank Court
Address	300 East Olive Avenue, Burbank

Hours of Operation	**Days of Operation**
7:00 AM – 5:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	4.0	9:00 AM – 1:00 PM
Night (M - F)	3	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	66,697	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	25,000	
Number of Floors	3	
Number of Stairwells	6	
Number of Elevators	3	
Approximate Number of Light Fixtures	475	
Number of Parking Lots	2	
Number of Detention/Holding Cells	28	
Number of Kitchen Areas	2	
Number of Kitchenettes	3	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	24	
Number of Single Fold Paper Towel Dispensers	34	
Number of Soap Dispensers (Type: Liquid or Dry)	32	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	49	
Number of Toilets	50	
Number of Urinals	5	
Number of Showers	5	

Rubbish/Trash Removal					
Number of Rubbish Bins	N/A	Pickups Per Week	N/A	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	City of Burbank				

Window Cleaning			
Number of Windows/Exterior Glass	299	Interior Partition Glass/Doors	60

Describe Cleaning Special Cleaning or Operational Requirements
Rubbish bin services and parking lot cleaning provided by City of Burbank

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 5	
Department/Facility	Arraignment Court
Address	429 Bauchet Street, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:30 AM – 4:00 PM
Night (M-F)	2	8.0	5:00 PM – 1:30 AM
Night (M-F)	1	2.0	5:00 PM – 7:00 PM

Facility Specifications		
Gross Square Footage	83,692	
Staff in Building	82	
Approximate Number of Persons Entering/Exiting Building Per Month	15,500	
Number of Floors	2	
Number of Stairwells	4	
Number of Elevators	4	
Approximate Number of Light Fixtures	1,098	
Number of Parking Lots	2	
Number of Detention/Holding Cells	15	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	11	
Number of Single Fold Paper Towel Dispensers	21	
Number of Soap Dispensers (Type: Liquid or Dry)	15	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	40	
Number of Toilets	37	
Number of Urinals	5	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	182	Interior Partition Glass/Doors	20

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 6	
Department/Facility	Criminal Courts
Address	210 West Temple St. Los Angeles

Hours of Operation	**Days of Operation**
	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	5	8	7:00 am. – 4;00 pm.
Night (M-F)	19	8	5;00 pm. – 1:30 am.

Facility Specifications		
Gross Square Footage	1,347,682	
Staff in Building	1460	
Approximate Number of Persons Entering/Exiting Building Per Month	5,700	
Number of Floors	19	
Number of Stairwells	8	
Number of Elevators	15	
Approximate Number of Light Fixtures	19,382	
Number of Parking Lots	2	
Number of Detention/Holding Cells	78	
Number of Kitchen Areas	15	
Number of Kitchenettes	5	
Number of Sinks	20	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	0	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	287	
Number of Single Fold Paper Towel Dispensers	359	
Number of Soap Dispensers (Type: Liquid or Dry)	419	Liquid
Number of Sanitary Napkin Dispensers	199	
Number of Tampon Dispensers	199	
Number of Basins/Sinks	567	
Number of Toilets	577	
Number of Urinals	115	
Number of Showers	16	

Rubbish/Trash Removal					
Number of Rubbish Bins	8	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	3,358	Interior Partition Glass/Doors	500

Describe Cleaning Special Cleaning or Operational Requirements
Sweep tunnel from Hall of records to Criminal Courts Building

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 7	
Department/Facility	Eastlake Juvenile Hall
Address	1601 Eastlake Avenue, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	9:00 AM – 5:00 PM
Night (M-F)	3	8.0	5:00 PM – 1:00 AM
Night (M-F)	1	6.0	5:00 PM – 11:00 PM

Facility Specifications		
Gross Square Footage	103,372	
Staff in Building	168	
Approximate Number of Persons Entering/Exiting Building Per Month	9,214	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	320	
Number of Parking Lots	2	
Number of Detention/Holding Cells	4	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	27	
Number of Single Fold Paper Towel Dispensers	31	
Number of Soap Dispensers (Type: Liquid or Dry)	30	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	35	
Number of Toilets	40	
Number of Urinals	15	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	246	Interior Partition Glass/Doors	126

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 8	
Department/Facility	DPSS
Address	813 4th Place, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	4.0	9:00 AM – 1:00 PM
Night (M-F)	1	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	39,956	
Staff in Building	206	
Approximate Number of Persons Entering/Exiting Building Per Month	8,518	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	681	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	17	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	22	
Number of Toilets	23	
Number of Urinals	8	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	6	Interior Partition Glass/Doors	146

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 9	
Department/Facility	DPSS
Address	2855 E. Olympic Blvd., East Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM to 3:30 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8 Hours	7:00 AM to 4:00 PM
Night (M-F) M-F	2	8 Hours	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	63,066	
Staff in Building	300	
Approximate Number of Persons Entering/Exiting Building Per Month	25,000	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	2	
Approximate Number of Light Fixtures	732	
Number of Parking Lots	9	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	10	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	12	
Number of Toilets	23	
Number of Urinals	7	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	162	Interior Partition Glass/Doors	86

Describe Cleaning Special Cleaning or Operational Requirements
Following Rooms are to be cleaned during the day: Cashier. G, H, L, K and J.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No.10	
Department/Facility	DPSS
Address	2415 West 6th Street, Los Angeles

Hours of Operation	**Days of Operation**
6:30 AM – 6:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 4:00 PM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	46,228	
Staff in Building	326	
Approximate Number of Persons Entering/Exiting Building Per Month	9,400	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	2,000	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	17	
Number of Toilets	19	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Owner				

Window Cleaning			
Number of Windows/Exterior Glass	35	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Day cleaning only

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 11	
Department/Facility	DPSS
Address	5445 Whittier Blvd. Whittier

Hours of Operation	**Days of Operation**
7:00AM to 3:30PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8 Hours	10AM-2PM& 3PM-7PM
Night (M-F)	2	8 Hours	5:00PM to 1:30AM

Facility Specifications		
Gross Square Footage	70,493	
Staff in Building	350	
Approximate Number of Persons Entering/Exiting Building Per Month	28,000	
Number of Floors	4	
Number of Stairwells	3	
Number of Elevators	2	
Approximate Number of Light Fixtures	1,264	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	3	
Number of Kitchenettes	0	
Number of Sinks	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	11	
Number of Single Fold Paper Towel Dispensers	22	
Number of Soap Dispensers (Type: Liquid or Dry)	18	liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	31	
Number of Toilets	38	
Number of Urinals	8	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	152	Interior Partition Glass/Doors	473

Describe Cleaning Special Cleaning or Operational Requirements
Six Offices must be cleaned by Day Custodian.

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 12	
Department/Facility	DPSS
Address	2601 Wilshire Boulevard, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 5:00 PM
Night (M-F)	2	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	62,000	
Staff in Building	250	
Approximate Number of Persons Entering/Exiting Building Per Month	11,000	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	520	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	12	
Number of Single Fold Paper Towel Dispensers	24	
Number of Soap Dispensers (Type: Liquid or Dry)	28	Liquid
Number of Sanitary Napkin Dispensers	19	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	31	
Number of Toilets	30	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	200	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 13	
Department/Facility	CAO-LE Sage Complex
Address	550 South Vermont Avenue, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:00 AM – 3:00 PM
Night (M-F)	5	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	148,085	
Staff in Building	550	
Approximate Number of Persons Entering/Exiting Building Per Month	15,000	
Number of Floors	12	
Number of Stairwells	2	
Number of Elevators	4	
Approximate Number of Light Fixtures	6,659	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	13	
Number of Kitchenettes	11	
Number of Sinks	13	
Number of Single Fold Paper Towel Dispensers	13	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	24	
Number of Single Fold Paper Towel Dispensers	23	
Number of Soap Dispensers (Type: Liquid or Dry)	45	Liquid
Number of Sanitary Napkin Dispensers	11	
Number of Tampon Dispensers	10	
Number of Basins/Sinks	45	
Number of Toilets	67	
Number of Urinals	22	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	1,938	Interior Partition Glass/Doors	50

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 14	
Department/Facility	Parks and Recreation
Address	433 West Vermont Avenue, Los Angeles

Hours of Operation	**Days of Operation**
7:30 AM – 5:30 PM	Sunday - Wednesday (S-W)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (S-W)	1	8.0	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	22,928	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	150	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	500	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	13	
Number of Toilets	13	
Number of Urinals	6	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	72	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 15	
Department/Facility	Probation
Address	433 Bauchet Street, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 11:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:30 AM – 4:30 PM
Night (M-F)	0		
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	3,000	
Staff in Building	52	
Approximate Number of Persons Entering/Exiting Building Per Month	280	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	53	
Number of Parking Lots	1	
Number of Detention/Holding Cells	14	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	4 multifold	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	5	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements

10/20/2004

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 16	
Department/Facility	Sheriff Scientific Bureau
Address	2020 West Beverly Blvd., Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	2	8.0	6:00 AM – 2:30 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	34,511	
Staff in Building	110	
Approximate Number of Persons Entering/Exiting Building Per Month	Various	
Number of Floors	3	
Number of Stairwells	3	
Number of Elevators	1	
Approximate Number of Light Fixtures	200	
Number of Parking Lots	3	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	3	
Number of Kitchenettes	3	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	14	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	010	
Number of Basins/Sinks	142	
Number of Toilets	18	
Number of Urinals	10	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Crime Lab				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 1 No. 17	
Department/Facility	Sheriff Health Services
Address	1925 Daly Street, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 5:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M - F)	1	6.0	7:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	16,878	
Staff in Building	40	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	155	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	1 & 1 double	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	10	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	7

Describe Cleaning Special Cleaning or Operational Requirements

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

SOUTHERN BUILDING MAINTENANCE, INC.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name:	Janet Cho
Title:	Executive Director/Project Manager
Address:	836 Crenshaw Blvd., Suite 101
	Los Angeles, CA 90005
Telephone:	(323) 931-1551
Facsimile:	(323) 931-1552
E-Mail Address:	**SBM1551@yahoo.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Charles I. Chung
Title:	President/CEO
Address:	836 Crenshaw Blvd., Suite 101
	Los Angeles, CA 90005
Telephone:	(323) 931-1551
Facsimile:	(323) 931-1552
E-Mail Address:	**SBM1551@yahoo.com**

Name:	Sunny Chung
Title:	Vice President
Address:	836 Crenshaw Blvd., Suite 101
	Los Angeles, CA 90005
Telephone:	(323) 931-1551
Facsimile:	(323) 931-1552
E-Mail Address:	**SBM1551@yahoo.com**

Notices to Contractor shall be sent to the following address:

Address:	836 Crenshaw Blvd., Suite 101
	Los Angeles, CA 90005
Telephone:	(323) 931-1551
Facsimile:	(323) 931-1552
E-Mail Address:	**SBM1551@yahoo.com**

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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27) NET WAGES:

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EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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10) EMPLOYEE NAME (LAST, FIRST):		14) COUNTY																				29) HEALTH PLAN NAME:
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RELIABLE BUILDING MAINTENANCE, INC.

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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C FACILITY SPECIFICATION SHEETS
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROP A - LIVING WAGE PROGRAM DOCUMENTS

J LIVING WAGE ORDINANCE
K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
L PAYROLL STATEMENT OF COMPLIANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RELIABLE BUILDING MAINTENANCE, INC.
FOR
CUSTODIAL SERVICES

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 Reliable Building Maintenance, Inc., a California corporation hereinafter referred to as Contractor. Reliable Building Maintenance, Inc. is located at 4801 Wilshire Blvd., Suite 280, Los Angeles, CA 90010.

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 Co ntract 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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

RELIABLE BUILDING MAINTENANCE, INC.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

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8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

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ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 2- EAST VALLEY

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

VENDOR NAME:	Reliable Building Maintenance, Inc.

NO.	FACILITY LOCATION	ADDRESS	CITY	SQUARE FEET	MONTHLY COSTS	ANNUAL COSTS ($)
1	AGRICULTURAL	12300 Lower Azusa Rd.	Arcadia	20,566	$ 2,460.00	$29,520.00
2	ANIMAL CARE AND CONTROL	4275 N. Elton	Baldwin Park	3,100	$ 2,490.00	$29,880.00
3	CHILDREN & FAMILY SERVICES	800 So. Barranca	Covina	89,513	$ 6,659.00	$79,908.00
4	CHILDREN & FAMILY SERVICES	4024 No. Durfee	El Monte	22,108	$ 3,863.00	$46,356.00
5	COM. & SR. CITIZEN SERVICES	1441 Santa Anita Ave.	So. El Monte	17,650	$ 1,765.00	$21,180.00
6	COURTS	350 W. Mission Blvd.	Pomona	50,934	$ 9,177.00	$110,124.00
7	COURTS	1427 West Covina Pkwy	West Covina	124,463	$ 13,435.00	$161,220.00
8	DPSS	2040 W. Holt St.	Pomona	54,265	$ 9,267.00	$111,204.00
9	DPSS	416 Garey Ave.	Pomona	3,225	$ 990.00	$11,880.00
10	FIRE	5110 No. Peck Rd.	El Monte	2,700	$ 850.00	$10,200.00
11	OFFICE OF PUBLIC SAFETY	1000 Durfee Ave.	So. El Monte	1,796	$ 1,200.00	$14,400.00
12	PUBLIC SAFETY	120 Via Verde Rd.	San Dimas	1,269	$ 790.00	$9,480.00
13	PUBLIC WORKS	16005 E. Central Ave.	La Puente	3,283	$ 890.00	$10,680.00
14	TREASURER & TAX COLLECTOR	4821 Gregg Rd.	Pico Rivera	16,000	$ 1,440.00	$17,280.00
TOTAL	***ALL DEPARTMENTS***			**410,872**	**$ 55,276.00**	**$ 663,312.00**

ADDITIONAL SERVICES	**HOURLY RATE ($)**
Emergencies or Call Back Work	$14.75
Special Events/Programs	$14.75
Facility Additions - Staffing	
Custodian	$9.46
Principal Custodian	$9.46
Supervisor	$10.46

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 1	
Department/Facility	Agriculture Commission – Weights & measures
Address	12300 Lower Azusa Road, Arcadia, CA 91006

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Thursday (M-T)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-T) M-F	1	5	12:00 PM to 5:00 PM
Night (M-F) M-F	1	1	7:00 Pm to 8:00 PM

Facility Specifications		
Gross Square Footage	20,566	
Staff in Building	70	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	175	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	7	
Number of Toilets	8	
Number of Urinals	1	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 2	
Department/Facility	Animal Care Control
Address	4275 N. Elton, Baldwin Park

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 5:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	3,100	
Staff in Building	32	
Approximate Number of Persons Entering/Exiting Building Per Month	5,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	4	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	4	Pickups Per Week	2X	Trash Compactor (Y/N)	0
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
FLOOR CARE ONLY

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 3	
Department/Facility	Dept. Of Children and Family Services
Address	800 South Barranca, Covina

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 5:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	89,513	
Staff in Building	600	
Approximate Number of Persons Entering/Exiting Building Per Month	19,800	
Number of Floors	5	
Number of Stairwells	10	
Number of Elevators	3	
Approximate Number of Light Fixtures	1,125	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	4	
Number of Kitchenettes	4	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	12	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	7	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	18	
Number of Toilets	27	
Number of Urinals	11	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	4	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	700	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Keep Kitchen/Restroom Clean Daily

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 4	
Department/Facility	MacLaren Hall
Address	4024 N. Durfee Ave., El Monte

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	2	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	22,108	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	1,000	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	79	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	6	
Number of Toilets	6	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5X	Trash Compactor (Y/N)	0
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	65	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 5	
Department/Facility	Community Senior Center
Address	1441 Santa Anita, El Monte

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	3	5:00 PM to 8:00 PM

Facility Specifications		
Gross Square Footage	17,650	
Staff in Building	80	
Approximate Number of Persons Entering/Exiting Building Per Month	1,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	410	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	6	
Number of Toilets	10	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	75	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 6	
Department/Facility	Pomona Municipal Court
Address	350 Mission Blvd., Pomona

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 4:30 PM
Night (M-F) M-F	2	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	50,934	
Staff in Building	80	
Approximate Number of Persons Entering/Exiting Building Per Month	3,400	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	3	
Approximate Number of Light Fixtures	424	
Number of Parking Lots	1	
Number of Detention/Holding Cells	6	
Number of Kitchen Areas	3	
Number of Kitchenettes	3	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	25	
Number of Soap Dispensers (Type: Liquid or Dry)	21	Liquid
Number of Sanitary Napkin Dispensers	10	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	25	
Number of Toilets	30	
Number of Urinals	12	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	230	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements
Day Custodian Clean Front and Back Patio.

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 7	
Department/Facility	Citrus Court
Address	1427 West Covina Parkway, West Covina 9l790

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	7:00 AM to 3:30 PM
Night (M-F) M-F	4	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	124,463	
Staff in Building	53	
Approximate Number of Persons Entering/Exiting Building Per Month	6,000	
Number of Floors	1	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	1,719	
Number of Parking Lots	1	
Number of Detention/Holding Cells	4	
Number of Kitchen Areas	2	
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	26	
Number of Single Fold Paper Towel Dispensers	40	
Number of Soap Dispensers (Type: Liquid or Dry)	44	Liquid
Number of Sanitary Napkin Dispensers	12	
Number of Tampon Dispensers	12	
Number of Basins/Sinks	37	
Number of Toilets	38	
Number of Urinals	11	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	58	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 8	
Department/Facility	D.P.S.S.
Address	2040 Holt Ave. Pomona

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 4:30 PM
Night (M-F) M-F	2	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	54,265	
Staff in Building	353	
Approximate Number of Persons Entering/Exiting Building Per Month	11,399	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	3,600	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	12	
Number of Soap Dispensers (Type: Liquid or Dry)	19	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	24	
Number of Toilets	27	
Number of Urinals	6	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	163	Interior Partition Glass/Doors	64

Describe Cleaning Special Cleaning or Operational Requirements
POLICE RESTROOM'S HOURLY.

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 9	
Department/Facility	D.P.S.S.
Address	416 Garey Ave., Pomona

Hours of Operation	**Days of Operation**
8 AM to 5 PM	Monday – Friday (M-F) M- F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	1	12:00 PM to 1:00 PM
Night (M-F)	1	2	5:00 PM to 7:00 PM

Facility Specifications		
Gross Square Footage	3,225	
Staff in Building	12	
Approximate Number of Persons Entering/Exiting Building Per Month	40-50	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	34	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	0	
Number of Toilets	2	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	6	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
In addition to regular Custodial Services, the following areas require special attention: CLEAN RESTROOM'S AND POLICE PARKING LOT AND AROUND TRASH BINS DAILY.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 10	
Department/Facility	Fire Department
Address	5110 Peck Rd., El Monte

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	2	6:00 PM to 8:00 PM

Facility Specifications		
Gross Square Footage	2,700	
Staff in Building	8	
Approximate Number of Persons Entering/Exiting Building Per Month	200	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	36	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	2	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	1X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 11	
Department/Facility	Department of Safety
Address	1000 Durfee South, El Monte

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) Tues/Thur	1	3	1:00 PM to 4:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	1,796	
Staff in Building	18	
Approximate Number of Persons Entering/Exiting Building Per Month	400	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	10	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	1	
Number of Toilets	1	
Number of Urinals	0	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Custodian takes trash with him.				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 12	
Department/Facility	Public Safety – Trailer
Address	120 Via Verde Rd. San Dimas

Hours of Operation	**Days of Operation**
8:00 AM to 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) T Th	1	2	11:00 AM to 1:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	1,269	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	150	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	10	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2x	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	10	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT

Region 2 No. 13	
Department/Facility	Public Works/ Engineering
Address	16005 E. Central Ave., La Puente

STAFFING AND FACILITY SPECIFICATION SHEET

Hours of Operation	**Days of Operation**
8:00 Am to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	1	2	5:00 PM to 7:00 PM

Facility Specifications		
Gross Square Footage	3,283	
Staff in Building	10	
Approximate Number of Persons Entering/Exiting Building Per Month	1,500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	64	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	3	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	13	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 2 No. 14	
Department/Facility	Public Administrator/Treasurer & Tax Collector
Address	4821 Gregg Road, Pico Rivera/ Brasher

Hours of Operation	**Days of Operation**
7:00 AM to 4:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) Fri.	1	2 *	* 10:00 AM to 12:00 PM
Night (M-F)	N/A	N/A	

Facility Specifications		
Gross Square Footage	16,000	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	1,200	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	49	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)		
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	9	
Number of Urinals	2	
Number of Showers		

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Facility				

Window Cleaning			
Number of Windows/Exterior Glass	8	Interior Partition Glass/Doors	22

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility – Window Washing, Floor Care *** Auction Days – 1 Custodian 4 Hours 10:00 AM to 2:00 PM

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

RELIABLE BUILDING MAINTENANCE INC.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Nam Min, Cho
Title: President
Address: 4801 Wilshire Blvd. #280
Los Angeles, CA 90010
Telephone: (323) 549-2911
Facsimile: (323) 549-2900
E-Mail Address: **reliablebm@sbcglobal.net**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Charley, Cho
Title: Supervisor
Address: 4801 Wilshire Blvd. #280
Los Angeles, CA 90010
Telephone: (323) 549-2911
Facsimile: (323) 549-2900
E-Mail Address: **reliablebm@sbcglobal.net**

Name: Jennifer Lee
Title: Office Manager
Address: 4801 Wilshire Blvd. #280
Los Angeles, CA 90010
Telephone: (323) 549-2911
Facsimile: (323) 549-2900
E-Mail Address: **reliablebm@sbcglobal.net**

Notices to Contractor shall be sent to the following address:

Address: 4801 Wilshire Blvd. #280
Los Angeles, CA 90010
Telephone: (323) 549-2911
Facsimile: (323) 549-2900
E-Mail Address: **reliablebm@sbcglobal.net**

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

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PAYROLL

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26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PREMIER BUILDING MAINTENANCE SERVICES

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
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J LIVING WAGE ORDINANCE
K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
L PAYROLL STATEMENT OF COMPLIANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PREMIER BUILDING MAINTENANCE SERVICES
FOR
CUSTODIAL SERVICES

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 Premier Building Maintenance Services, a California corporation hereinafter referred to as Contractor. Premier Building Maintenance Services is located at 4055 Wilshire Blvd., Suite 257, Los Angeles, CA 90010.

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 Co ntract 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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

PREMIER BUILDING MAINTENANCE SERVICES

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

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8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

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ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 3 - SOUTH REGION

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

	VENDOR NAME:	Premier Building Maintenance Services				
NO.	**FACILITY LOCATION**	**ADDRESS**	**CITY**	**SQUARE FEET**	**MONTHLY COSTS**	**ANNUAL COSTS ($)**
1	AGRI. COM. / WTS & MEASURES	11012-A Garfield Ave.	South Gate	36,618	2,550.00	$30,600.00
2	AGRI. COM. / WTS & MEASURES	11012-B Garfield Ave.	South Gate	18,816	2,045.00	$24,540.00
3	ANIMAL CARE & CONTROL	11258 So. Garfield Ave.	Downey	3,341	1,123.00	$13,476.00
4	ANIMAL CARE & CONTROL	5898 Cherry Ave.	Long Beach	12,450	1,975.00	$23,700.00
5	COM. & SR. CITIZEN SERVICES	7807 So. Compton Blvd.	Los Angeles	15,928	2,952.00	$35,424.00
6	COM. & SR. CITIZEN SERVICES	4513 E. Compton Ave.	Los Angeles	4,316	1,053.00	$12,636.00
7	COM. & SR. CITIZEN SERVICES	12915 Jarvis Ave.	Los Angeles	12,858	2,624.00	$31,488.00
8	COM. & SR. CITIZEN SERVICES	11640 E. Slauson	Whittier	16,374	2,274.00	$27,288.00
9	COURTS	10025 E. Flower St.	Bellflower	110,284	13,823.00	$165,876.00
10	COURTS	200 W. Compton Blvd.	Compton	576,467	47,477.00	$569,724.00
11	COURTS	7500 E. Imperial Hwy.	Downey	103,502	11,063.00	$132,756.00
12	COURTS	6548 Miles Ave.	Huntington Park	29,295	6,771.00	$81,252.00
13	COURTS	415 W. Ocean Blvd.	Long Beach	328,644	31,053.00	$372,636.00
14	COURTS - Juvenile	7625 S. Central Ave.	Los Angeles	100,000	2,581.00	$30,972.00
15	COURTS	7339 Painter	Whittier	91,402	10,703.00	$128,436.00
16	COURTS	12720 Norwalk Blvd.	Norwalk	225,006	20,858.00	$250,296.00
17	CHILDREN & FAMILY SERVICES	15312 Paramount Blvd.	Paramount	3,488	1,498.00	$17,976.00
18	DPSS	211 E. Alondra Blvd.	Compton	48,115	8,410.00	$100,920.00
19	DPSS	8130 So. Atlantic Ave.	Cudahy	30,873	5,566.00	$66,792.00
20	DPSS	10728 So. Central Ave.	Los Angeles	51,991	9,576.00	$114,912.00
21	DPSS	1740 Gage	Los Angeles	40,000	9,045.00	$108,540.00
22	DPSS	2701 E. Firestone	So. Gate	7,200	2,062.00	$24,744.00
23	MENTAL HEALTH	6450 So. Garfield Ave.	Bell Gardens	11,435	2,026.00	$24,312.00
24	MENTAL HEALTH - children	8019 Compton Ave.	Los Angeles	10,500	3,403.00	$40,836.00
25	MENTAL HEALTH	1975 Long Beach Blvd.	Long Beach	36,000	3,079.00	$36,948.00
26	MENTAL HEALTH	17707 Studebaker Rd.	Cerritos	27,640	3,883.00	$46,596.00
27	OFFICE OF PUBLIC SAFETY	13001 Dahlia St.	Downey	15,482	3,516.00	$42,192.00
28	PUBLIC WORKS	12015 Shoemaker	Santa Fe Springs	7,538	1,082.00	$12,984.00
29	PROBATION	7672 S. Central Ave.	Los Angeles	5,300	1,256.00	$15,072.00
30	REGISTRAR RECORDER	12400 Imperial Highway	Norwalk	253,637	31,790.00	$381,480.00
31	SHERIFF	11711 S. Alameda St.	Lynwood	62,418	3,919.00	$47,028.00
32	SHERIFF	*7717 Golondrinas*	Downey	9,500	3,337.00	$40,044.00
TOTAL	***ALL DEPARTMENTS***			**2,306,418**	254,373.00	$3,052,476.00

ADDITIONAL SERVICES	HOURLY RATE ($)
Emergencies or Call Back Work	$17.50
Special Events/Programs	$17.50
Facility Additions - Staffing	
Custodian	$17.50
Principal Custodian	$19.50
Supervisor	$21.50

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 1	
Department/Facility	Weights & Measures
Address	11012 S. Garfield Ave., South Gate Building "A"

Hours of Operation	**Days of Operation**
6:00 AM to 5:30 PM	Monday – Friday (M-F) M-Thurs

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4 Hours	7:00 AM to 11:00 AM
Night (M-F)	N/A	N/A	N/A

Facility Specifications		
Gross Square Footage	36,618	
Staff in Building	40	
Approximate Number of Persons Entering/Exiting Building Per Month	3,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	220	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	O	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	18	
Number of Toilets	8	
Number of Urinals	3	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Facility				

Window Cleaning			
Number of Windows/Exterior Glass	101	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility – Window Washing and Floor Care

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 2	
Department/Facility	Weights and Measures
Address	11012 S. Garfield Ave. Building "B" South Gate

Hours of Operation	**Days of Operation**
6:00 AM to 5:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	12:00 PM to 4:00 PM
Night (M-F)	N/A	N/A	N/A

Facility Specifications		
Gross Square Footage	18,816	
Staff in Building	60	
Approximate Number of Persons Entering/Exiting Building Per Month	300	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	83	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	9	
Number of Toilets	9	
Number of Urinals	3	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	39	Interior Partition Glass/Doors	12

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility – Window Washing, and Floor Care

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 3	
Department/Facility	Animal Care and Control
Address	11258 S. Garfield Ave., Downey

Hours of Operation	**Days of Operation**
24 Hours a Day	Monday – Friday (M-F) Sat to Sun

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	3 Hours	Twice a week
Night (M-F)			

Facility Specifications		
Gross Square Footage	3,341	
Staff in Building	35	
Approximate Number of Persons Entering/Exiting Building Per Month	1,500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	60	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	5	
Number of Toilets	6	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	n/a	Pickups Per Week	n/a	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Facility				

Window Cleaning			
Number of Windows/Exterior Glass	48	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor responsibility windows cleaning, floor care.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 4	
Department/Facility	Animal Care and Control
Address	5898 Cherry Ave , Long Beach

Hours of Operation	**Days of Operation**
6:00 AM to 5:30 PM	Monday – Friday (M-F) 4

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	6:00AM to 10:00AM
Night (M-F)	N/A	N/A	N/A

Facility Specifications		
Gross Square Footage	12,450	
Staff in Building	40	
Approximate Number of Persons Entering/Exiting Building Per Month	60	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	106	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	6	
Number of Toilets	8	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility: Window Washing, and Floor Care

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 5	
Department/Facility	Florence/Firestone Senior Center
Address	7807 Compton Ave., Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	2	3	10:00 PM to 1:00 AM

Facility Specifications		
Gross Square Footage	15,928	
Staff in Building	50	
Approximate Number of Persons Entering/Exiting Building Per Month	1,500	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	205	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	10	
Number of Toilets	8	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	76	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 6	
Department/Facility	East Rancho Senior Center
Address	4513 East Compton Ave., Compton

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	2	4:00 pm TO 6:00 pm

Facility Specifications		
Gross Square Footage	4,316	
Staff in Building	20	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	88	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 7	
Department/Facility	Community & Senior Citizens Services
Address	12915 Jarvis Ave, Los Angeles

Hours of Operation	**Days of Operation**
8:00 a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	3-hours	7:00a.m – 10:00a.m.
Night (M-F)			

Facility Specifications		
Gross Square Footage	12,858	
Staff in Building	7	
Approximate Number of Persons Entering/Exiting Building Per Month	2,860	
Number of Floors	1	
Number of Stairwells	None	
Number of Elevators	0None	
Approximate Number of Light Fixtures	130	
Number of Parking Lots	1	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	4	
Number of Toilets	5	
Number of Urinals	2	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	68	Interior Partition Glass/Doors	9

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 8	
Department/Facility	Community and Senior Citizens Center
Address	11640 East Slauson Ave., Whittier

Hours of Operation	**Days of Operation**
8:30AM to 5:30 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4 Hours	5:00 AM to 9:00 AM
Night (M-F)	N/A	N/A	N/A

Facility Specifications		
Gross Square Footage	16,374	
Staff in Building	8	
Approximate Number of Persons Entering/Exiting Building Per Month	600	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	45	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	8	liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	10	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	45	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility: Window washing, and Floor care.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 9	
Department/Facility	Los Cerritos Court
Address	10025 E. Flower St. Bellflower

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	6:00 AM to 3:00 PM
Night (M-F) M-F	3	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	110,284	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	24,000	
Number of Floors	4	
Number of Stairwells	5	
Number of Elevators	5	
Approximate Number of Light Fixtures	1,253	
Number of Parking Lots	1	
Number of Detention/Holding Cells	18	
Number of Kitchen Areas	6	
Number of Kitchenettes	6	
Number of Sinks	6	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	30	
Number of Single Fold Paper Towel Dispensers	67	
Number of Soap Dispensers (Type: Liquid or Dry)	67	Liquid
Number of Sanitary Napkin Dispensers	10	
Number of Tampon Dispensers	10	
Number of Basins/Sinks	67	
Number of Toilets	67	
Number of Urinals	67	
Number of Showers	24	

Rubbish/Trash Removal					
Number of Rubbish Bins	1		5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	208	Interior Partition Glass/Doors	14

Describe Cleaning Special Cleaning or Operational Requirements
Contractor will be responsible for Window Washing and Floor Care

10-20-04

INTERNAL SERVICES DEPARTMENT

Region 3 No. 10	
Department/Facility	Compton Courts
Address	200 West Compton Blvd. Compton

STAFFING AND FACILITY SPECIFICATION SHEET

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	3	8	7:00 AM to 4:00 PM
Night (M-F) M-F	7	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	576,476	
Staff in Building	800	
Approximate Number of Persons Entering/Exiting Building Per Month	30,000	
Number of Floors	13	
Number of Stairwells	4 inside 7 out	
Number of Elevators	11	
Approximate Number of Light Fixtures	4,500	
Number of Parking Lots	1	
Number of Detention/Holding Cells	53	
Number of Kitchen Areas	7	
Number of Kitchenettes	0	
Number of Sinks	10	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	159	
Number of Single Fold Paper Towel Dispensers	172	
Number of Soap Dispensers (Type: Liquid or Dry)	178	Liquid
Number of Sanitary Napkin Dispensers	41	
Number of Tampon Dispensers	41	
Number of Basins/Sinks	216	
Number of Toilets	242	
Number of Urinals	87	
Number of Showers	4	

Rubbish/Trash Removal					
Number of Rubbish Bins		Pickups Per Week	5	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	308	Interior Partition Glass/Doors	10

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 11	
Department/Facility	Downey Courts
Address	7500 East Imperial Highway, Downey

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8 Hours	6:00 AM to 3:00 PM
Night (M-F)	3	8 Hours	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	103,502	
Staff in Building	110	
Approximate Number of Persons Entering/Exiting Building Per Month	55,000	
Number of Floors	5	
Number of Stairwells	2	
Number of Elevators	5	
Approximate Number of Light Fixtures	1,100	
Number of Parking Lots	1	
Number of Detention/Holding Cells	34	
Number of Kitchen Areas	4	
Number of Kitchenettes	0	
Number of Sinks	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	30	
Number of Single Fold Paper Towel Dispensers	30	
Number of Soap Dispensers (Type: Liquid or Dry)	30	Liquid
Number of Sanitary Napkin Dispensers	10	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	60	
Number of Toilets	68	
Number of Urinals	20	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	88	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 NO. 12	
Department/Facility	Huntington Park Court
Address	6548 Miles, Huntington Park

Hours of Operation	**Days of Operation**
8:00 AM to 4:30 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	10:00 Am to 2:00 PM
Night (M-F) M-F	2	12	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	29,295	
Staff in Building	80	
Approximate Number of Persons Entering/Exiting Building Per Month	25,000	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	1	
Approximate Number of Light Fixtures	500	
Number of Parking Lots	2	
Number of Detention/Holding Cells	4	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	20	
Number of Single Fold Paper Towel Dispensers	28	
Number of Soap Dispensers (Type: Liquid or Dry)	32	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	35	
Number of Toilets	39	
Number of Urinals	8	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	32	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 13	
Department/Facility	Long Beach Courts
Address	415 West Ocean Blvd., Long Beach

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	8:00 AM to 12:00 PM
Day (M-F) M-F	1	8	7:00 AM to 4:00 PM
Night (M-F) M-F	9	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	328,644	
Staff in Building	660	
Approximate Number of Persons Entering/Exiting Building Per Month	40,000	
Number of Floors	8	
Number of Stairwells	4	
Number of Elevators	4	
Approximate Number of Light Fixtures	3,020	
Number of Parking Lots	2	
Number of Detention/Holding Cells	14	
Number of Kitchen Areas	6	
Number of Kitchenettes	0	
Number of Sinks	10	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	84	
Number of Single Fold Paper Towel Dispensers	107	
Number of Soap Dispensers (Type: Liquid or Dry)	172	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	188	
Number of Toilets	131	
Number of Urinals	41	
Number of Showers	6	

Rubbish/Trash Removal					
Number of Rubbish Bins	4	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor City of Long Beach				

Window Cleaning			
Number of Windows/Exterior Glass	1,300	Interior Partition Glass/Doors	10

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 14	
Department/Facility	Kenton Justice Center
Address	7625 S. Central Ave., Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	5	3:00 PM to 8:30 AM

Facility Specifications		
Gross Square Footage	100,000	
Staff in Building	40	
Approximate Number of Persons Entering/Exiting Building Per Month	45,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	321	
Number of Parking Lots	1	
Number of Detention/Holding Cells	5	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	0	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	11	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	13	
Number of Toilets	12	
Number of Urinals	4	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 15	
Department/Facility	Whittier Courts
Address	7339 Painter Ave., Whittier

Hours of Operation	**Days of Operation**
8:00 AM to 4:30 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8 Hours	8:00 AM to 5:00 PM
Night (M-F) M-F	2	8 Hours	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	91,402	
Staff in Building	200	
Approximate Number of Persons Entering/Exiting Building Per Month	8,000	
Number of Floors	4	
Number of Stairwells	3	
Number of Elevators	3	
Approximate Number of Light Fixtures	894	
Number of Parking Lots	2	
Number of Detention/Holding Cells	5	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	58	
Number of Single Fold Paper Towel Dispensers	85	
Number of Soap Dispensers (Type: Liquid or Dry)	85	Liquid
Number of Sanitary Napkin Dispensers	29	
Number of Tampon Dispensers	29	
Number of Basins/Sinks	116	
Number of Toilets	104	
Number of Urinals	26	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor City of Whittier				

Window Cleaning			
Number of Windows/Exterior Glass	180	Interior Partition Glass/Doors	14

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor Responsibility – Window Washing and Floor Care

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 16	
Department/Facility	Norwalk Superior Court
Address	12720 Norwalk Blvd., Norwalk

Hours of Operation	**Days of Operation**
7 AM – 5 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8	7:00 AM to 4:00 PM
Night (M-F)	5	8	5:00 PM to 1:30 PM

Facility Specifications		
Gross Square Footage	225,006	
Staff in Building	207	
Approximate Number of Persons Entering/Exiting Building Per Month	3,000	
Number of Floors	8	
Number of Stairwells	3	
Number of Elevators	6	
Approximate Number of Light Fixtures	4,778	
Number of Parking Lots	2	
Number of Detention/Holding Cells	10	
Number of Kitchen Areas	4	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	None	None
Number of Restrooms (Including Jury rooms/Judges' chambers)	78	
Number of Single Fold Paper Towel Dispensers	85	
Number of Soap Dispensers (Type: Liquid or Dry)	28	liquid
Number of Sanitary Napkin Dispensers	15	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	134	
Number of Toilets	152	
Number of Urinals	45	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	357	Interior Partition Glass/Doors	93

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 17	
Department/Facility	Children' Services
Address	15312 S. Paramount, Paramount

Hours of Operation	**Days of Operation**
Bldg. Not Occupied	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	1	4	6:00 to 10:00 pm

Facility Specifications		
Gross Square Footage	3,488	
Staff in Building	0	
Approximate Number of Persons Entering/Exiting Building Per Month	0	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	60	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas		
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	3	
Number of Toilets	3	
Number of Urinals	1	
Number of Showers	11	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	4	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 18	
Department/Facility	DPSS
Address	211 East Alondra Blvd. Compton

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	7:00 AM to 4:00 PM
Night (M-F) M-F	2	6	6:00 PM to 12:00 AM

Facility Specifications		
Gross Square Footage	48,115	
Staff in Building	310	
Approximate Number of Persons Entering/Exiting Building Per Month	40,320	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	698	
Number of Parking Lots	3	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	10	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	15	
Number of Toilets	21	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	16	Interior Partition Glass/Doors	8

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 NO. 19	
Department/Facility	D.P.S.S.
Address	8130 Atlantic Ave. Cudahy

Hours of Operation	**Days of Operation**
7:00 AM to 6:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	10:00 AM to 2:00 PM
Night (M-F) M-F	2	4	6:00 AM to 10:00 AM

Facility Specifications		
Gross Square Footage	30,873	
Staff in Building	226	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	591	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	12	
Number of Toilets	18	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	200	Interior Partition Glass/Doors	60

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning 10:00 AM to 2:00 PM Contractor is Responsible for: Cleaning Windows and Floor Care.

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 20	
Department/Facility	D.P.S.S.
Address	10728 Central Los Angeles

Hours of Operation	**Days of Operation**
8:00 Am to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	7:00 AM to 3:00 PM
Night (M-F) M-F	1	4	9:00 PM to 1:00 AM
Night (M-F) M-F	1	5	8:00PM t0 1:00 AM

Facility Specifications		
Gross Square Footage	51,991	
Staff in Building	580	
Approximate Number of Persons Entering/Exiting Building Per Month	20,800	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	1,100	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	17	
Number of Soap Dispensers (Type: Liquid or Dry)	19	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	5	
Number of Basins/Sinks	26	
Number of Toilets	16	
Number of Urinals	7	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	80	Interior Partition Glass/Doors	10

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 21	
Department/Facility	D.P.S.S.
Address	1740 Gage

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	7:00 AM to 4:00 PM
Night (M-F) M-F	1	8	5:00 PM to 1:30 AM
Night (M-F) M-F	1	3	5:00 AM to 8:00 AM

Facility Specifications		
Gross Square Footage	40,000	
Staff in Building	200	
Approximate Number of Persons Entering/Exiting Building Per Month	25,000	
Number of Floors	3	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	775	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	11	
Number of Soap Dispensers (Type: Liquid or Dry)	12	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	13	
Number of Toilets	15	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	3	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	48	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 22	
Department/Facility	D.P.S.S.- Grow So Central
Address	2701 Firestone, South Gate

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	5	10:00 AM to 3:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	7,200	
Staff in Building	12	
Approximate Number of Persons Entering/Exiting Building Per Month	2,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	245	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	7	
Number of Toilets	6	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Furnished by Shopping Center Complex				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 23	
Department/Facility	Garfield Mental Health
Address	6450 Garfield, Bell Gardens

Hours of Operation	**Days of Operation**
8:00 AM to 6:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	4	7:00 PM to 11:30 PM

Facility Specifications		
Gross Square Footage	11,435	
Staff in Building	40	
Approximate Number of Persons Entering/Exiting Building Per Month	3,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	137	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)		Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	7	
Number of Toilets	10	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 24	
Department/Facility	Children Mental Health
Address	8019 Compton Ave. Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	7	4:00 PM to 11:00PM

Facility Specifications		
Gross Square Footage	10,500	
Staff in Building	55	
Approximate Number of Persons Entering/Exiting Building Per Month	10,000	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	425	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	17	
Number of Soap Dispensers (Type: Liquid or Dry)	17	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	19	
Number of Toilets	8	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	52	Interior Partition Glass/Doors	6

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 25	
Department/Facility	Mental Health
Address	1975 Long Beach Blvd Long Beach

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 4:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	36,000	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	15,000	
Number of Floors	2	
Number of Stairwells	4	
Number of Elevators	4	
Approximate Number of Light Fixtures	450	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	9	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	9	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	15	
Number of Toilets	15	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins		Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up		Owner is responsible for trash			

Window Cleaning			
Number of Windows/Exterior Glass	60	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements
DAY PORTER ONLY

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 26	
Department/Facility	Mental Health
Address	17707 Studebaker Road, Cerritos

Hours of Operation	**Days of Operation**
8:00 AM to 5:30 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	N/A	N/A	N/A
Night (M-F) M-F	1	8 Hours	4:00 pm to 12:30 AM

Facility Specifications		
Gross Square Footage	27,640	
Staff in Building	75	
Approximate Number of Persons Entering/Exiting Building Per Month	40,000	
Number of Floors	1	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	350	
Number of Parking Lots	3	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	3	
Number of Kitchenettes	1	
Number of Sinks	6	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	12	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	12	
Number of Toilets	15	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	220	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements
Contractor is responsible for providing the following: 1. Window Washing 2, Floor Care, Carpet Strip and Wax Floors

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 27	
Department/Facility	Office of Public Safety
Address	13001 Dahila Ave., Downey

Hours of Operation	**Days of Operation**
7:30 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	8:00 AM to 5:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	15,482	
Staff in Building	50	
Approximate Number of Persons Entering/Exiting Building Per Month	200	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	152	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	10	
Number of Toilets	10	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	119	Interior Partition Glass/Doors	n/a

Describe Cleaning Special Cleaning or Operational Requirements
Day time cleaning only.

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 28	
Department/Facility	Public Work
Address	12015 Shoemaker

Hours of Operation	**Days of Operation**
6:30 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	2	10:00 AM to 12:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	7,538	
Staff in Building	36	
Approximate Number of Persons Entering/Exiting Building Per Month	1500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	36	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	7	
Number of Toilets	5	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	33	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Day Cleaning – Contractor responsibility – Window Cleaning and Floor Care

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 29	
Department/Facility	Probation
Address	7672 South Central Ave., Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F			
Night (M-F) M-F	1	3 Hours	5:00 PM to 8:00 PM

Facility Specifications		
Gross Square Footage	5,300	
Staff in Building	22	
Approximate Number of Persons Entering/Exiting Building Per Month	10,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	96	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	6	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	0 Take Trash to 7625 Central				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 30	
Department/Facility	Registrar Recorder
Address	12400 East Imperial Highway, Norwalk

Hours of Operation	**Days of Operation**
7:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	2	8	8:00 AM to 5:00 PM
Night (M-F) M-F	6	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	253,637	
Staff in Building	1,000.00	
Approximate Number of Persons Entering/Exiting Building Per Month	60,000.00	
Number of Floors	7	
Number of Stairwells	7	
Number of Elevators	6	
Approximate Number of Light Fixtures	3,789	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	4	
Number of Kitchenettes	0	
Number of Sinks	28	
Number of Single Fold Paper Towel Dispensers	26	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	17	
Number of Single Fold Paper Towel Dispensers	56	
Number of Soap Dispensers (Type: Liquid or Dry)	65	Liquid
Number of Sanitary Napkin Dispensers	28	
Number of Tampon Dispensers	28	
Number of Basins/Sinks	51	
Number of Toilets	72	
Number of Urinals	22	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	858	Interior Partition Glass/Doors	39

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 31	
Department/Facility	Lynwood Justice Center--Sheriff
Address	11711 S. Alameda St., Lynwood

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8	7:00 AM to 4:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	62,418	
Staff in Building	65	
Approximate Number of Persons Entering/Exiting Building Per Month	17,430	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	3	
Approximate Number of Light Fixtures	1,016	
Number of Parking Lots	3	
Number of Detention/Holding Cells	6	
Number of Kitchen Areas	3	
Number of Kitchenettes	3	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	22	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	16	
Number of Toilets	16	
Number of Urinals	5	
Number of Showers	4	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	105	Interior Partition Glass/Doors	6

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 3 No. 32	
Department/Facility	Lynwood Crime Lab.
Address	7717 Golondrinas, Downey

Hours of Operation	**Days of Operation**
7 AM to 4 PM	Monday – Friday (M-F) M - F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	8 Hours	6:00 AM to 2:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	9,500	
Staff in Building	47	
Approximate Number of Persons Entering/Exiting Building Per Month	3,000	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	291	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	19	
Number of Soap Dispensers (Type: Liquid or Dry)	21	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	28	
Number of Toilets	8	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	47	Interior Partition Glass/Doors	11

Describe Cleaning Special Cleaning or Operational Requirements

10-20-04

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

PREMIER BUILDING MAINTENANCE SERVICES

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Kimberly Rakis
Title: President
Address: 4055 Wilshire Blvd. #257
Los Angeles, CA 90010
Telephone: (213) 386-2552
Facsimile: (213) 386-2546
E-Mail Address: **pbms@pacbell.net**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Kimberly Rakis
Title: President
Address: 4055 Wilshire Blvd. #257
Los Angeles, CA 90010
Telephone: (213) 386-2552
Facsimile: (213) 386-2546
E-Mail Address: pbms@pacbell.net

Notices to Contractor shall be sent to the following address:

Address: 4055 Wilshire Blvd. #257
Los Angeles, CA 90010
Telephone: (213) 386-2552
Facsimile: (213) 386-2546
E-Mail Address: pbms@pacbell.net

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

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8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

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PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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26) TOTAL DEDUCTIONS:

27) NET WAGES:

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EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIVERSIFIED MAINTENANCE SERVICES (DMS)

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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J LIVING WAGE ORDINANCE
K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
L PAYROLL STATEMENT OF COMPLIANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DIVERSIFIED MAINTENANCE SERVICES (DMS)
FOR
CUSTODIAL SERVICES

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 Diversified Maintenance Services (DMS), a California corporation hereinafter referred to as Contractor. Diversified Maintenance Services (DMS) is located at 145 Pasadena Avenue, South Pasadena, CA 91030.

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 Co ntract 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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

DIVERSIFIED MAINTENANCE SERVICES

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

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2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

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6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

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8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

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ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 4 - COASTAL

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

VENDOR NAME	Diversified Maintenance Services, Inc.

NO.	FACILITY LOCATION	ADDRESS	CITY	SQUARE FEET	MONTHLY COSTS	ANNUAL COSTS ($)
1	ANIMAL CARE & CONTROL	216 Victoria Ave.	Gardena	**2,000**	449.33	$5,391.90
2	COURTS	9355 Burton Way	Beverly Hills	80,566	10,474.09	$125,689.08
3	COURTS	110 E. Regent St.	Inglewood	21,272	3,374.10	$40,489.20
4	COURTS	One W. Regent St.	Inglewood	210,648	25,189.82	$302,277.78
5	COURTS	5925 Hollywood Blvd.	Los Angeles	55,800	7,214.77	$86,577.22
6	COURTS	11701 So. La Cienga B	Los Angeles	148,354	25,261.30	$303,135.65
7	COURTS	1633 Purdue Ave.	Los Angeles	43,404	6,831.42	$81,977.10
8	COURTS / PUBLIC WORKS	23519-25 Civic Center	Malibu	69,397	7,137.57	$85,650.88
9	COURTS	505 So. Centre St.	San Pedro	50,218	5,669.38	$68,032.54
10	COURTS	1725 Main St.	Santa Monica	148,024	18,178.54	$218,142.48
11	COURTS	1945 So. Hill St.	Los Angeles	301,778	46,418.41	$557,020.93
12	COM. & SR. CITIZEN SERVICES	769 W. Third St.	San Pedro	23,278	2,845.17	$34,142.06
13	DPSS	2707 So. Grand Ave.	Los Angeles	115,242	18,236.69	$218,840.25
14	DPSS	9035 Canoga Ave.	Canoga Park	44,835	6,690.74	$80,288.92
15	DPSS	923 Redondo Blvd.	Inglewood	40,000	10,320.16	$123,841.91
16	DPSS	1326/1330 Imperial Hw	Los Angeles	163,986	23,904.73	$286,856.79
17	FIRE	2600 Strand Ave.	Manhattan Beach	6,910	1,281.14	$15,373.63
18	FIRE	2300 Ocean Front Wall	Venice	2,560	743.24	$8,918.85
19	MENTAL HEALTH	11080 Olympic Blvd.	Los Angeles	30,000	5,725.85	$68,710.19
20	OFFICE OF PUBLIC SAFETY	12910 So. Athens Way	Los Angeles	2,000	764.02	$9,168.26
21	OFFICE OF PUBLIC SAFETY	2101 No. Highland Ave	Los Angeles	3,101	1,037.29	$12,447.48
22	LOMITA ADMINISTRATION BLD.	24320 S. Narbonne Ave	Lomita	30,518	3,367.55	$40,410.61
TOTAL	***ALL DEPARTMENTS***			**1,593,891**	**231,115.31**	**2,773,383.70**

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

ADDITIONAL SERVICES	HOURLY RATE ($)
Emergencies or Call Back Work	$26.25
Special Events/Programs	$19.61
Facility Additions - Staffing	
Custodian	$17.50
Principal Custodian	$17.82
Supervisor	$35.15

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 1	
Department/Facility	Animal Care & Control
Address	216 Victoria Ave.

Hours of Operation	**Days of Operation**
11:00 – 7:00	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			5:00p.m. – 9:00p.m.
Night (M-F)	1	4hours.	1 day per week

Facility Specifications		
Gross Square Footage	2,000	
Staff in Building	2,940	
Approximate Number of Persons Entering/Exiting Building Per Month	300	
Number of Floors	350	
Number of Stairwells	1	
Number of Elevators	None	
Approximate Number of Light Fixtures	50	
Number of Parking Lots	1	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	None	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	5	
Number of Toilets	5	
Number of Urinals	1	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	19	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 2	
Department/Facility	Superior Court (BIS # 4022)
Address	9355 Burton Way, Beverly Hills 90210

Hours of Operation	**Days of Operation**
8:00a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8-hours	7:30a.m. – 4:30p.m.
Night (M-F)	2	8-hours	5:30p.m. – 1:30a.m.

Facility Specifications		
Gross Square Footage	80,566	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	2500	
Number of Floors	4	
Number of Stairwells	3	
Number of Elevators	4	
Approximate Number of Light Fixtures	920	
Number of Parking Lots	1	
Number of Detention/Holding Cells	4	
Number of Kitchen Areas	1	
Number of Kitchenettes	2	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	32	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	36	
Number of Single Fold Paper Towel Dispensers	38	
Number of Soap Dispensers (Type: Liquid or Dry)	47	Liquid
Number of Sanitary Napkin Dispensers	15	
Number of Tampon Dispensers	20	
Number of Basins/Sinks	52	
Number of Toilets	49	
Number of Urinals	17	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	110	Interior Partition Glass/Doors	20

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 3	
Department/Facility	Inglewood Juvenile Court
Address	110 Regent Street, Inglewood

Hours of Operation	**Days of Operation**
8:00 p. m. – 5:00 – p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	4 hours	12:p.m. – 4:30 p. m.
Night (M-F)	1	4 hours	4:30 p.m. – 8:30 p. m.

Facility Specifications		
Gross Square Footage	21,272	
Staff in Building	29	
Approximate Number of Persons Entering/Exiting Building Per Month	2,000	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	230	
Number of Parking Lots	1	
Number of Detention/Holding Cells	1	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	9	
Number of Single Fold Paper Towel Dispensers	14	
Number of Soap Dispensers (Type: Liquid or Dry)	16	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	16	
Number of Toilets	14	
Number of Urinals	5	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor must use Waste Management				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 4	
Department/Facility	Inglewood Court
Address	One Regent Street, Inglewood

Hours of Operation	**Days of Operation**
8:00a.m – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	2	8-hours	7:00a.m. – 4:30a.m.
Night (M-F)	4	8-hours	5:00p.m. – 1:30a.m.

Facility Specifications		
Gross Square Footage	210,648	
Staff in Building	175	
Approximate Number of Persons Entering/Exiting Building Per Month	50,000	
Number of Floors	6	
Number of Stairwells	2	
Number of Elevators	6	
Approximate Number of Light Fixtures	1,000	
Number of Parking Lots	2	
Number of Detention/Holding Cells	13	
Number of Kitchen Areas	3	
Number of Kitchenettes	None	
Number of Sinks	None	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	48	
Number of Single Fold Paper Towel Dispensers	57	
Number of Soap Dispensers (Type: Liquid or Dry)	77	Liquid
Number of Sanitary Napkin Dispensers	12	
Number of Tampon Dispensers	12	
Number of Basins/Sinks	70	
Number of Toilets	96	
Number of Urinals	30	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor Waste Management				

Window Cleaning			
Number of Windows/Exterior Glass	80	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 5	
Department/Facility	Hollywood Municipal Court
Address	5925 Hollywood Boulevard, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	4.0	10:00 AM – 2:00 PM
Night (M-F)	1	8.0	5:00 PM –1:00 AM
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	55,800	
Staff in Building	74	
Approximate Number of Persons Entering/Exiting Building Per Month	6,149	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	2	
Approximate Number of Light Fixtures	331	
Number of Parking Lots	2	
Number of Detention/Holding Cells	9	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	20	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	30	Liquid
Number of Sanitary Napkin Dispensers	15	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	31	
Number of Toilets	25	
Number of Urinals	5	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	38	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 6	
Department/Facility	L.A. Municipal Court – Airport Branch
Address	11701 South La Cienega, Los Angeles

Hours of Operation	**Days of Operation**
8:a.m – 5:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	3	3-hours	24 hrs. 7 - 4
Night (M-F)	7	8-hours	5:00 – 1:30

Facility Specifications		
Gross Square Footage	148,354	
Staff in Building	300	
Approximate Number of Persons Entering/Exiting Building Per Month	9,000	
Number of Floors	10	
Number of Stairwells	4	
Number of Elevators	8	
Approximate Number of Light Fixtures	2,050	
Number of Parking Lots	1	
Number of Detention/Holding Cells	52	
Number of Kitchen Areas	5	
Number of Kitchenettes	None	
Number of Sinks	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	48	
Number of Single Fold Paper Towel Dispensers	43	
Number of Soap Dispensers (Type: Liquid or Dry)	89	Liquid
Number of Sanitary Napkin Dispensers	10	
Number of Tampon Dispensers	24	
Number of Basins/Sinks	79	
Number of Toilets	85	
Number of Urinals	47	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	1352	Interior Partition Glass/Doors	100

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 7	
Department/Facility	Superior Court
Address	1633 Purdue Street, Los Angeles

Hours of Operation	**Days of Operation**
8:00-5:00	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	4	10:00-2:00
Night (M-F)	1	8	5:00-1:30

Facility Specifications		
Gross Square Footage	43,404	
Staff in Building	65	
Approximate Number of Persons Entering/Exiting Building Per Month	2,000	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	726	
Number of Parking Lots	3	
Number of Detention/Holding Cells	3	
Number of Kitchen Areas	1	
Number of Kitchenettes	None	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	16	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	17	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	17	
Number of Toilets	17	
Number of Urinals	3	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	3	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor Triplex				

Window Cleaning			
Number of Windows/Exterior Glass	65	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 8	
Department/Facility	Malibu Municipal Court/Sheriff
Address	23519-25 Civic Center Way, Malibu

Hours of Operation	**Days of Operation**
8:00a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	6-hours	11:00a.ma – 5:00p.m.
Night (M-F)	1	8-hours	5:00p.m. – 1:30 a.m.

Facility Specifications		
Gross Square Footage	69,397	
Staff in Building	25	
Approximate Number of Persons Entering/Exiting Building Per Month	12,000	
Number of Floors	1	
Number of Stairwells	1	
Number of Elevators	None	
Approximate Number of Light Fixtures	388	
Number of Parking Lots	2	
Number of Detention/Holding Cells	2	
Number of Kitchen Areas	1	
Number of Kitchenettes	None	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	13	
Number of Single Fold Paper Towel Dispensers	22	
Number of Soap Dispensers (Type: Liquid or Dry)	16	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	17	
Number of Toilets	19	
Number of Urinals	11	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	2-3	Pickups Per Week	5	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	10	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 9	
Department/Facility	San Pedro Courthouse (BS # 67)
Address	505 South Centre Street, San Pedro, CA 90731

Hours of Operation	**Days of Operation**
8:00 a.m. – 4:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	2	8-hours	5:00p.m. – 1:30 a.m.

Facility Specifications		
Gross Square Footage	50,218	
Staff in Building	65	
Approximate Number of Persons Entering/Exiting Building Per Month	2,500	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	803	
Number of Parking Lots	2	
Number of Detention/Holding Cells	7	
Number of Kitchen Areas	2	
Number of Kitchenettes	2	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	18	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	14	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	5	
Number of Basins/Sinks	26	
Number of Toilets	26	
Number of Urinals	3	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	40	Interior Partition Glass/Doors	25

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 10	
Department/Facility	Santa Monica Court
Address	1725 Main Street, Santa Monica

Hours of Operation	**Days of Operation**
8:00a.m – 5:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	2	8-hours	8:00 – 5:00
Night (M-F)	1	8-hours	5:00 – 1:30

Facility Specifications		
Gross Square Footage	148,024	
Staff in Building	250	
Approximate Number of Persons Entering/Exiting Building Per Month	30,000	
Number of Floors	3	
Number of Stairwells	5	
Number of Elevators	3	
Approximate Number of Light Fixtures	915	
Number of Parking Lots	1	
Number of Detention/Holding Cells	7	
Number of Kitchen Areas	6	
Number of Kitchenettes	None	
Number of Sinks	5	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	75	
Number of Single Fold Paper Towel Dispensers	92	
Number of Soap Dispensers (Type: Liquid or Dry)	76	Liquid
Number of Sanitary Napkin Dispensers	21	
Number of Tampon Dispensers	None	
Number of Basins/Sinks	97	
Number of Toilets	102	
Number of Urinals	34	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	2-3	Pickups Per Week	5	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	100	Interior Partition Glass/Doors	5

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 11	
Department/Facility	Metro Traffic Court
Address	1945 South Hill Street, LA 90007

Hours of Operation	**Days of Operation**
8:00 a.m. - -5:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	3	8-hours	7:00 a.m. – 3:30 p.m.
Night (M-F)	13	8-hours	5:00p.m. - -1:30 a.m.

Facility Specifications		
Gross Square Footage	301,778	
Staff in Building	425	
Approximate Number of Persons Entering/Exiting Building Per Month	165,000	
Number of Floors	9	
Number of Stairwells	6	
Number of Elevators	10	
Approximate Number of Light Fixtures	1,900	
Number of Parking Lots	3	
Number of Detention/Holding Cells	14	
Number of Kitchen Areas	5	
Number of Kitchenettes	2	
Number of Sinks	5	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	82	
Number of Single Fold Paper Towel Dispensers	113	
Number of Soap Dispensers (Type: Liquid or Dry)	109	Liquid
Number of Sanitary Napkin Dispensers	42	
Number of Tampon Dispensers	20	
Number of Basins/Sinks	125	
Number of Toilets	171	
Number of Urinals	34	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	3	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	166	Interior Partition Glass/Doors	40

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 12	
Department/Facility	Community & Senior Citizens Services
Address	769-W Third Street, San Pedro

Hours of Operation	**Days of Operation**
8:00 a.m. – 5:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	N/A		
Night (M-F)	1	8-hours	5:00 – 1:30

Facility Specifications		
Gross Square Footage	23,278	
Staff in Building	41	
Approximate Number of Persons Entering/Exiting Building Per Month	4,015	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	30	
Number of Parking Lots	1	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	14	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	12	
Number of Toilets	10	
Number of Urinals	2	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	2 A week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up		Contractor			

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	N

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 13	
Department/Facility	DPSS
Address	2707 Grand Avenue, Los Angeles

Hours of Operation	**Days of Operation**
7:00 a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	2	8-hours	8:00a.m. – 5:30 p.m.
Night (M-F)	4	8-hours	5:00p.m. – 1:30a.am

Facility Specifications		
Gross Square Footage	115,242	
Staff in Building	550	
Approximate Number of Persons Entering/Exiting Building Per Month	25,550	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	3	
Approximate Number of Light Fixtures	1,173	
Number of Parking Lots	2	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	None	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	12	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	20	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	5	
Number of Basins/Sinks	52	
Number of Toilets	61	
Number of Urinals	14	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	190	Interior Partition Glass/Doors	351

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 14	
Department/Facility	DPSS
Address	9035 Canoga Avenue, Canoga Park

Hours of Operation	**Days of Operation**
8:00a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8-hours	7:00a.m. – 3:30p.m.
Night (M-F)	1	8-hours	5:00p.m. – 1:30a.m.

Facility Specifications		
Gross Square Footage	44,835	
Staff in Building	330	
Approximate Number of Persons Entering/Exiting Building Per Month	2,000	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	None	
Approximate Number of Light Fixtures	300	
Number of Parking Lots	3	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	10	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	12	
Number of Single Fold Paper Towel Dispensers	12	
Number of Soap Dispensers (Type: Liquid or Dry)	34	Liquid
Number of Sanitary Napkin Dispensers	6	
Number of Tampon Dispensers	6	
Number of Basins/Sinks	14	
Number of Toilets	15	
Number of Urinals	6	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	5	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 15	
Department/Facility	DPSS
Address	923 Redondo, Inglewood

Hours of Operation	**Days of Operation**
6:30 a.m.-5:p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	2	8	7:00 a.m.- 5:00p.m.
Night (M-F)	2	8	5:00p.m. -1:30a.m.

Facility Specifications		
Gross Square Footage	40,000	
Staff in Building	249	
Approximate Number of Persons Entering/Exiting Building Per Month	9,000	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	560	
Number of Parking Lots	3	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	13	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	14	
Number of Toilets	23	
Number of Urinals	9	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up		Contractor Waste Management			

Window Cleaning			
Number of Windows/Exterior Glass	80	Interior Partition Glass/Doors	53

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 16	
Department/Facility	S-W DPSS/Probation (Including Trailers) (BIS 5300)
Address	1326/1330 West Imperial Highway, Los Angeles, CA 90044

Hours of Operation	**Days of Operation**
8:00a.m. – 5:00p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	3	8-hours	8a.m. – 5:30p.m.
Night (M-F)	4	8-hours	5:p.m. – 1:30a.am

Facility Specifications		
Gross Square Footage	163,986	
Staff in Building	552	
Approximate Number of Persons Entering/Exiting Building Per Month	20,000	
Number of Floors	1.25	
Number of Stairwells	1	
Number of Elevators	None	
Approximate Number of Light Fixtures	1,507	
Number of Parking Lots	2	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	2	
Number of Kitchenettes	2	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	28	
Number of Single Fold Paper Towel Dispensers	31	
Number of Soap Dispensers (Type: Liquid or Dry)	66	Liquid
Number of Sanitary Napkin Dispensers	9	
Number of Tampon Dispensers	9	
Number of Basins/Sinks	58	
Number of Toilets	68	
Number of Urinals	21	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	7	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	3	Interior Partition Glass/Doors	40

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 17	
Department/Facility	Fire Department
Address	2600 Strand Avenue, Manhattan Beach

Hours of Operation	**Days of Operation**
8:00 a.m. – 5:00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	1	4-hours	9 – 1:30

Facility Specifications		
Gross Square Footage	6910	
Staff in Building	120	
Approximate Number of Persons Entering/Exiting Building Per Month	2	
Number of Floors	1	
Number of Stairwells	None	
Number of Elevators	250	
Approximate Number of Light Fixtures	1	
Number of Parking Lots	None	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	None	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	5	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	40	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 18	
Department/Facility	Lifeguard - Venice
Address	2300 Ocean Front Walk, Venice

Hours of Operation	**Days of Operation**
8:00 a.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	2	3:00 p.m. – 5:00 p.m.
Night (M-F)			

Facility Specifications		
Gross Square Footage	2,560	
Staff in Building	10	
Approximate Number of Persons Entering/Exiting Building Per Month	30	
Number of Floors	3	
Number of Stairwells	1	
Number of Elevators	None	
Approximate Number of Light Fixtures	35	
Number of Parking Lots	None	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up		Owner			

Window Cleaning			
Number of Windows/Exterior Glass	30	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 19	
Department/Facility	Ed Edelman Mental Health
Address	11080 Olympic Boulevard, Los Angeles

Hours of Operation	**Days of Operation**
8:00 p.m. – 5 ;00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8-hours	8 p.m. – 5:00 p.m.
Night (M-F)	1	6-hours	5:00 p.m. – 11:00 p.m.

Facility Specifications		
Gross Square Footage	30,000	
Staff in Building	79	
Approximate Number of Persons Entering/Exiting Building Per Month	3,697	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	500	
Number of Parking Lots	2	
Number of Detention/Holding Cells	2	
Number of Kitchen Areas	2	
Number of Kitchenettes	None	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	9	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	9	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	9	
Number of Toilets	9	
Number of Urinals	4	
Number of Showers Not in use	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2-3	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	200	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 20	
Department/Facility	OFFICE OF PUBLIC SAFETY
Address	12910 Athens Way Los Angeles

Hours of Operation	**Days of Operation**
24 Hours	Monday – Sunday

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-W-F)	1	3	12:p.m.- 3:00 p.m.
Night (M-F)			

Facility Specifications		
Gross Square Footage	2,000	
Staff in Building	29	
Approximate Number of Persons Entering/Exiting Building Per Month	850	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	None	
Approximate Number of Light Fixtures	64	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	None	
Number of Kitchenettes	None	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	4	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	1	
Number of Toilets	6	
Number of Urinals	6	
Number of Showers	24	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	6	Interior Partition Glass/Doors	1

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 21	
Department/Facility	Office of Public Safety
Address	2101 No. Highland

Hours of Operation	**Days of Operation**
8:00 – 5:00	Monday – Friday (M-F) M, W, F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	2hours	8:00 – 10:00
Night (M-F)			

Facility Specifications		
Gross Square Footage	3101	
Staff in Building	10	
Approximate Number of Persons Entering/Exiting Building Per Month	12	
Number of Floors	2	
Number of Stairwells	None	
Number of Elevators	None	
Approximate Number of Light Fixtures	40	
Number of Parking Lots	None	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	None	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	0	0
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	0	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	15	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 4 No. 22	
Department/Facility	Lomita Administration Building
Address	24320 South Narbonne Avenue, Lomita

Hours of Operation	**Days of Operation**
8:00 p.m. – 5: 00 p.m.	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F)	1	6.5-hrs.	5:00p.m. – 11:30 p.m.

Facility Specifications		
Gross Square Footage	30,518	
Staff in Building	85	
Approximate Number of Persons Entering/Exiting Building Per Month	1,100	
Number of Floors	1	
Number of Stairwells	None	
Number of Elevators	None	
Approximate Number of Light Fixtures	1,100	
Number of Parking Lots	1	
Number of Detention/Holding Cells	None	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	10	
Number of Toilets	10	
Number of Urinals	4	
Number of Showers	None	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

DIVERSIFIED MAINTENANCE SERVICES, INC.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name:	Julio Quintana
Title:	Project Manager
Address:	145 Pasadena Avenue South Pasadena, CA 91030
Telephone:	(323) 254-4464, ext. 144
Facsimile:	(323) 344-5157
E-Mail Address:	jquintana@dms-services.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Cary Burch
Title:	Division Manager
Address:	145 Pasadena Avenue South Pasadena, CA 91030
Telephone:	(323) 254-4464, ext. 166
Facsimile:	(323) 344-5157
E-Mail Address:	cburch@dms-services.com

Name:	Andre Nicassio
Title:	Managing Partner
Address:	145 Pasadena Avenue South Pasadena, CA 91030
Telephone:	(323) 254-4464, ext. 156
Facsimile:	(323) 254-4780
E-Mail Address:	anicassio@dms-services.com

Notices to Contractor shall be sent to the following address:

Address:	145 Pasadena Avenue South Pasadena, CA 91030
Telephone:	(323) 254-4464
Facsimile:	(323) 344-5157
E-Mail Address:	egutierrez@dms-services.com

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
8) SOCIAL SECURITY NO.:	9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME	13) DATE	1/ 16	2/ 17	3/ 18	4/ 19	5/ 20	6/ 21	7/ 22	8/ 23	9/ 24	10/ 25	11/ 26	12/ 27	13/ 28	14/ 29	15/ 30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID	28) EMPLOYER'S HEALTH PLAN ID NO.:
10) EMPLOYEE NAME (LAST, FIRST):		14) COUNTY																				29) HEALTH PLAN NAME:
11) HOME ADDRESS (STREET, CITY, ZIP):		15) OVERTIME																				
		16) OTHER JOB																				30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:
12) POSITION TITLE:		17) OVERTIME																				31) GROSS AMOUNT PAID BY EMPLOYER:
ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →	21) FICA:	22) FEDERAL WITHHOLDING TAX:	23) STATE WITHHOLDING TAX:	24) EMPLOYEE PAID HEALTH:	25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):															26) TOTAL DEDUCTIONS:	27) NET WAGES:	32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
8) SOCIAL SECURITY NO.:	9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME	13) DATE	1/ 16	2/ 17	3/ 18	4/ 19	5/ 20	6/ 21	7/ 22	8/ 23	9/ 24	10/ 25	11/ 26	12/ 27	13/ 28	14/ 29	15/ 30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID	28) EMPLOYER'S HEALTH PLAN ID NO.:
10) EMPLOYEE NAME (LAST, FIRST):		14) COUNTY																				29) HEALTH PLAN NAME:
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIAMOND CONTROL SERVICES, INC.

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DIAMOND CONTROL SERVICES, INC.
FOR
CUSTODIAL SERVICES

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 Diamond Control Services, Inc., a California corporation hereinafter referred to as Contractor. Diamond Control Services, Inc. is located at 2819 Burton Avenue, Burbank, CA 91504.

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 Co ntract 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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

DIAMOND CONTROL SERVICES, INC.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 5 - WEST COUNTY

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

VENDOR NAME:	Diamond Contract Services, Inc.

NO.	FACILITY LOCATION	ADDRESS	CITY	SQUARE FEET	MONTHLY COSTS	ANNUAL COSTS ($)
1	CAO	1275 N. Eastern Ave.	Los Angeles	**28,800**	2,825.49	$33,905.86
2	COURTS	150 Commonwealth	Alhambra	111,727	12,407.85	$148,894.21
3	COURTS	600 Broadway	Glendale	69,071	6,688.43	$80,261.15
4	COURTS	214 Fetterly St.	Los Angeles	126,972	14,571.48	$174,857.72
5	COURTS- Comfort Station	214 Fetterly St.	Los Angeles	597	1,015.70	$12,188.34
6	COURTS	201 Centre Plaza Dr.	Monterey Park	275,530	37,486.94	$449,843.25
7	COURTS	200 No. Garfield Ave.	Pasadena	36,798	4,277.42	$51,329.08
8	COURTS	300 E. Walnut St.	Pasadena	191,838	20,516.34	$246,196.11
9	COURTS-Mental Health	1150 San Fernando Rd.	Los Angeles	28,521	5,920.19	$71,042.29
10	COM. & SR. CITIZEN SERVICES	730 E. Altadena Dr.	Altadena	7,200	866.37	$10,396.50
11	COM. & SR. CITIZEN SERVICES - Bld. A	4716 Cesar Chavez	Los Angeles	6,091	2,718.63	$32,623.55
12	COM. & SR. CITIZEN SERVICES - Bld. B	4716 Cesar Chavez	Los Angeles	3,612	786.65	$9,439.76
13	COM. & SR. CITIZEN SERVICES - Bld. C	4716 Cesar Chavez	Los Angeles	4,703	903.98	$10,847.72
14	COM. & SR. CITIZEN SERVICES	560 Mariposa	Altadena	2,365	1,842.47	$22,109.62
15	COM. & SR. CITIZEN SERVICES	133 No. Sunol Dr.	Los Angeles	28,514	8,472.04	$101,664.45
16	COUNTY COUNSEL/SHERIFF	101 Centre Plaza	Monterey Park	37,590	2,478.03	$29,736.31
17	DISTRICT ATTORNEY	5300 Harbor St.	Commerce	10,319	892.67	$10,712.07
18	DPSS	4077 Mission Road	Los Angeles	26,094	6,030.76	$72,369.18
19	DPSS	2200 Humbolt	Los Angeles	23,655	3,389.27	$40,671.25
20	DPSS	4680 San Fernando Rd.	Glendale	37,590	2,955.82	$35,469.79
21	DPSS	955 No. Lake St.	Pasadena	37,342	5,748.17	$68,978.03
22	FIRE -FCCF Building	1320 N. Eastern Ave.	Los Angeles	32,675	3,096.90	$37,162.74
23	FIRE Dept.	1104 N. Eastern Ave.	Los Angeles	36,822	2,923.31	$35,079.67
24	FIRE -Emergency Trailer	1104 No. Eastern Ave.	Los Angeles	1,525	2,503.05	$30,036.63
25	FIRE-Klinger Center	1320 No. Eastern Ave.	Los Angeles	36,986	3,147.19	$37,766.28
26	FIRE-LAO Training Center	1320 No. Eastern Ave.	Los Angeles	10,129	2,117.39	$25,408.66
27	ISD	1102 No. Eastern Ave.	Los Angeles	3,738	2,528.87	$30,346.45
28	ISD	1100 No. Eastern Ave.	Los Angeles	80,309	13,369.45	$160,433.36
29	ISD - HR ANNEX- trailer	1100 No. Eastern Ave.	Los Angeles	7,200	3,003.11	$36,037.32

30	MENTAL HEALTH	5321 Via Marisol	Los Angeles	9,135	1,623.37	$19,480.38
31	SHERIFF	1104 N. Eastern	Los Angeles	9,154	1,194.10	$14,329.18
32	SHERIFF	4700 Ramona Blvd.	Monterey Park	125,000	10,489.05	$125,868.57
TOTAL	***ALL DEPARTMENTS***			**1,447,602**	**188,790.46**	**2,265,485.49**

ADDITIONAL SERVICES	**HOURLY RATE ($)**
Emergencies or Call Back Work	$25.00
Special Events/Programs	$19.27
Facility Additions - Staffing	
Custodian	$16.15
Principal Custodian	$17.87
Supervisor	$25.78

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 1	
Department/Facility	CAO – Emergency Operations Center
Address	1275 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	8.0	8:00 AM – 4:30 PM
Night (M - F)			

Facility Specifications		
Gross Square Footage	28,800	
Staff in Building	75	
Approximate Number of Persons Entering/Exiting Building Per Month	400	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	80	
Number of Parking Lots	3	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	2	
Number of Sinks	3 + 1 double	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	13	
Number of Urinals	4	
Number of Showers	12	

Rubbish/Trash Removal					
Number of Rubbish Bins	N/A	Pickups Per Week	N/A	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	CAO				

Window Cleaning			
Number of Windows/Exterior Glass	40	Interior Partition Glass/Doors	40

Describe Cleaning Special Cleaning or Operational Requirements
Contractor is not responsible for rubbish. Do not want any cleaning in the telephone and communication offices.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 2	
Department/Facility	Alhambra Courts
Address	150 Commonwealth Avenue, Alhambra

Hours of Operation	**Days of Operation**
7:00 AM – 5:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	8.0	7:00 AM – 3:30 PM
Night (M, W, F)	3	7.0	4:30 PM – 12:00 AM

Facility Specifications		
Gross Square Footage	111,727	
Staff in Building	140	
Approximate Number of Persons Entering/Exiting Building Per Month	34,378	
Number of Floors	5	
Number of Stairwells	6	
Number of Elevators	6	
Approximate Number of Light Fixtures	3,168	
Number of Parking Lots	1	
Number of Detention/Holding Cells	10	
Number of Kitchen Areas	3	
Number of Kitchenettes	1	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	57	
Number of Single Fold Paper Towel Dispensers	57	
Number of Soap Dispensers (Type: Liquid or Dry)	57	Liquid
Number of Sanitary Napkin Dispensers	16	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	81	
Number of Toilets	77	
Number of Urinals	17	
Number of Showers	5	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	903	Interior Partition Glass/Doors	35

Describe Cleaning Special Cleaning or Operational Requirements
Day custodian cleans telephone operators room at 7:15 AM

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 3	
Department/Facility	Glendale Court
Address	600 Broadway, Glendale

Hours of Operation	**Days of Operation**
7:00 AM – 6:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	8.0	8:00 AM – 4:30 PM
Night (M - F)	2	7.0	6:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	69,071	
Staff in Building	200	
Approximate Number of Persons Entering/Exiting Building Per Month	29,000	
Number of Floors	3	
Number of Stairwells	5	
Number of Elevators	1	
Approximate Number of Light Fixtures	630	
Number of Parking Lots	1	
Number of Detention/Holding Cells	6	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2 + 1 roll	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	28	
Number of Single Fold Paper Towel Dispensers	44	
Number of Soap Dispensers (Type: Liquid or Dry)	30	Liquid
Number of Sanitary Napkin Dispensers	6	
Number of Tampon Dispensers	6	
Number of Basins/Sinks	39	
Number of Toilets	42	
Number of Urinals	7	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	131	Interior Partition Glass/Doors	20

Describe Cleaning Special Cleaning or Operational Requirements
20 roll paper towels, 19 single fold paper towels and 5 multifold paper towel dispensers

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 4	
Department/Facility	East Los Angeles Courts
Address	214 Fetterly Street, East Los Angeles

Hours of Operation	**Days of Operation**
7:00 Am to 4:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8-Hours	8:00 AM to 5:00 PM
Night (M-F)	3	8-Hours	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	126,972	
Staff in Building	220	
Approximate Number of Persons Entering/Exiting Building Per Month	6,518	
Number of Floors	4	
Number of Stairwells	3	
Number of Elevators	5	
Approximate Number of Light Fixtures	990	
Number of Parking Lots	1	
Number of Detention/Holding Cells	20	
Number of Kitchen Areas	4	
Number of Kitchenettes	0	
Number of Sinks	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	0	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	41	
Number of Single Fold Paper Towel Dispensers	41	
Number of Soap Dispensers (Type: Liquid or Dry)	99	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	13	
Number of Basins/Sinks	82	
Number of Toilets	35	
Number of Urinals	8	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	218	Interior Partition Glass/Doors	9

Describe Cleaning Special Cleaning or Operational Requirements

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INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 5	
Department/Facility	Comfort Station
Address	214 S. Fetterly Ave. ELA

Hours of Operation	**Days of Operation**
24 Hours – Park	Monday – Friday (M-F) M-Sunday

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-S	1	1	10:00 Am to 11:00 AM
Night (M-F) M-S	1	1	8:00 PM to 9:00 PM

Facility Specifications		
Gross Square Footage	597	
Staff in Building	0	
Approximate Number of Persons Entering/Exiting Building Per Month	150	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	4	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	Elec.hand dryer	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	8	
Number of Toilets	9	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Clean Restrooms (7) seven days a week, (2) two times per day.

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INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 6**
Department/Facility	Edelman Children's Court
Address	201 Centre Plaza Dr., Monterey Park

Hours of Operation	**Days of Operation**
6:30 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	6:00 AM – 2:30 PM
	1	8.0	6:30 AM – 3:00 PM
	1	8.0	7:00 AM – 3:30 PM
	1	8.0	8:00 AM – 4:30 PM
Night (M-F)	6	8.0	5:00 PM – 1:30 AM
Night (M-F)	1	4.0	7:00 PM – 11:30 PM
Fridays Only	6	8.0	3:00 PM – 11:30 PM

Facility Specifications		
Gross Square Footage	275,530	
Staff in Building	1,229	
Approximate Number of Persons Entering/Exiting Building Per Month	55,000	
Number of Floors	7	
Number of Stairwells	5	
Number of Elevators	14	
Approximate Number of Light Fixtures	728	
Number of Parking Lots	2	
Number of Detention/Holding Cells	35	
Number of Kitchen Areas	6	
Number of Kitchenettes	4	
Number of Sinks	10	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	72	
Number of Single Fold Paper Towel Dispensers	87	
Number of Soap Dispensers (Type: Liquid or Dry)	89	Liquid
Number of Sanitary Napkin Dispensers	16	
Number of Tampon Dispensers	16	
Number of Basins/Sinks	144	
Number of Toilets	170	
Number of Urinals	31	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	Y
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	343	Interior Partition Glass/Doors	253

Describe Cleaning Special Cleaning or Operational Requirements
Daily carpet care required in some areas. One custodian is in charge of Shelter Care, cleans kids restrooms and eating area 3 times per day. Clean windows, wash trash compactor area, patio areas, and other areas as assigned.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 7**
Department/Facility	Pasadena Municipal Court
Address	200 Garfield Avenue, Pasadena

Hours of Operation	**Days of Operation**
7:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	2.0	7:00 AM – 9:00 AM
Night (M - F)	1	7.0	5:00 PM – 12:30 AM

Facility Specifications		
Gross Square Footage	36,798	
Staff in Building	46	
Approximate Number of Persons Entering/Exiting Building Per Month	15,000	
Number of Floors	3	
Number of Stairwells	3	
Number of Elevators	1	
Approximate Number of Light Fixtures	283	
Number of Parking Lots	2	
Number of Detention/Holding Cells	2	
Number of Kitchen Areas	1	
Number of Kitchenettes	3	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	29	
Number of Single Fold Paper Towel Dispensers	26	
Number of Soap Dispensers (Type: Liquid or Dry)	31	Liquid
Number of Sanitary Napkin Dispensers	7	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	34	
Number of Toilets	35 small roll	
Number of Urinals	9	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	65	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements
The same supervisor works 6 hours at 300 Walnut Street. She cleans the big holding tank area in the basement.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 8**
Department/Facility	Pasadena Superior Court
Address	300 Walnut Street, Pasadena

Hours of Operation	**Days of Operation**
7:00 AM – 6:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	1	6.0	9:00 AM – 3:30 PM
Night (M - F)	4	7.5	5:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	191,838	
Staff in Building	99	
Approximate Number of Persons Entering/Exiting Building Per Month	70,000	
Number of Floors	7	
Number of Stairwells	6	
Number of Elevators	7	
Approximate Number of Light Fixtures	3,154	
Number of Parking Lots	2	
Number of Detention/Holding Cells	9	
Number of Kitchen Areas	7	
Number of Kitchenettes	2	
Number of Sinks	8	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	75	
Number of Single Fold Paper Towel Dispensers	74	
Number of Soap Dispensers (Type: Liquid or Dry)	104	Liquid
Number of Sanitary Napkin Dispensers	26	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	108	
Number of Toilets	123	
Number of Urinals	40	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	299	Interior Partition Glass/Doors	60

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 9**
Department/Facility	Mental Health Court
Address	1150 San Fernando Road, Los Angeles

Hours of Operation	**Days of Operation**
8:30 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 5:00 PM
Night (M-F)	1	8.0	4:00 PM – 12:30 AM

Facility Specifications		
Gross Square Footage	28,521	
Staff in Building	150	
Approximate Number of Persons Entering/Exiting Building Per Month	5,400	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	75	
Number of Parking Lots	1	
Number of Detention/Holding Cells	6	
Number of Kitchen Areas	0	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	14	
Number of Single Fold Paper Towel Dispensers	13	
Number of Soap Dispensers (Type: Liquid or Dry)	13	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	12	
Number of Toilets	18	
Number of Urinals	5	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	0
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	50	Interior Partition Glass/Doors	1

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 10	
Department/Facility	Community and Senior Services
Address	730 East Altadena Dr, Altadena

Hours of Operation	**Days of Operation**
8:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M, W, F)	1	2.0	9:00 P.M. – 11:00 PM

Facility Specifications		
Gross Square Footage	7,200	
Staff in Building	7	
Approximate Number of Persons Entering/Exiting Building Per Month	813	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	72	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1 double	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	4 *	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	6	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	62	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Custodian works Monday, Wednesday and Friday only – 2 hours each day * 2 Multi towel dispensers and 2 rolls

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 11**
Department/Facility	Centro Maravilla – Community Center Building A
Address	4716 Cesar Chavez, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	3.5 Hours	3:00 PM to 11:00 PM

Facility Specifications		
Gross Square Footage	6091	
Staff in Building	25	
Approximate Number of Persons Entering/Exiting Building Per Month	1082	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	78	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	n/a
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	12	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements
Wash down walkway once a month. Wash window four times a year. There are 3 buildings all together - **Building C** Walkway wash down once a month. Wash windows four times a year

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 12	
Department/Facility	Centro Maravilla – Community Center Building B
Address	4716 Cesar Chavez, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	2 Hours	3:00 PM to 11:00 PM

Facility Specifications		
Gross Square Footage	3612	
Staff in Building	11	
Approximate Number of Persons Entering/Exiting Building Per Month	2455	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	57	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	n/a
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	SEE BUILDING "A"				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Wash down walkway once a month. Wash window four times a year. There are 3 buildings all together - **Building C** Walkway wash down once a month. Wash windows four times a year

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INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 13	
Department/Facility	Centro Maravilla – Community Center Building C
Address	4716 Cesar Chavez, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM to 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)			
Night (M-F) M-F	1	2.5 Hours	3:00 PM to 11:00 PM

Facility Specifications		
Gross Square Footage	4703	
Staff in Building	8	
Approximate Number of Persons Entering/Exiting Building Per Month	384	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	74	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	n/a
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	SEE BUILDING "A"				

Window Cleaning			
Number of Windows/Exterior Glass	16	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Wash down walkway once a month. Wash window four times a year. There are 3 buildings all together - **Building C** Walkway wash down once a month. Wash windows four times a year

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INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 14	
Department/Facility	Altadena Senior Center
Address	560 Mariposa Street, Altadena

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F) They have some activities on Saturday

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M - F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	2365	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	975	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	1	
Approximate Number of Light Fixtures	86	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1 triple	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	8	
Number of Toilets	9	
Number of Urinals	3	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	56	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 15	
Department/Facility	East Los Angeles Service-Community & Senior Citizens
Address	133 Sunol Drive, Los Angeles

Hours of Operation	**Days of Operation**
See Below *	Monday – Friday (M-F) M-Saturday

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	4	10:00 AM to 2:00 PM
Night (M-F) M-F	1	8	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	28,514	
Staff in Building	75	
Approximate Number of Persons Entering/Exiting Building Per Month	1,500	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	416	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	10	
Number of Single Fold Paper Towel Dispensers	12	
Number of Soap Dispensers (Type: Liquid or Dry)	10	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	4	
Number of Basins/Sinks	10	
Number of Toilets	20	
Number of Urinals	4	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5X	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	69	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

- Hours of Operation:

Monday – 6:00AM to 10:30PM
Tuesday – 6:00AM to 8:30PM
Wednesday – 6:00AM to 7:00PM
Thursday – 6:00AM to 10:30PM
Friday – 6:00AM to 9:00PM

Saturday 7:00AM to 1:00PM
8:00AM to 5:00PM -Day
9:00AM to 12:00PM - Night

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INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 16**
Department/Facility	Sheriff's/County Counsel
Address	101 Centre Plaza Dr., Monterey Park

Hours of Operation	**Days of Operation**
7:30 AM – 6:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M, W, F)	1	4.0	5:00 P.M. – 9:00 PM

Facility Specifications		
Gross Square Footage	37,590	
Staff in Building	350	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	3	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	600	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	7	
Number of Single Fold Paper Towel Dispensers	10	
Number of Soap Dispensers (Type: Liquid or Dry)	10	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	11	
Number of Toilets	12	
Number of Urinals	4	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	163	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 17	
Department/Facility	D.A. Warehouse
Address	5300 Harbor Street, Commerce, CA 90040

Hours of Operation	**Days of Operation**
8:00 Am to 5:00 PM	Monday – Friday (M-F) M-F

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F) M-F	1	2	12:30 PM to 2:30 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	10,319	
Staff in Building	32	
Approximate Number of Persons Entering/Exiting Building Per Month	400	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	98	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	n/a
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	8	
Number of Toilets	8	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	15	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Day cleaning only

10-20-04

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 18**
Department/Facility	DPSS
Address	4077 Mission Road, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:00 AM – 3:30 PM
Night (M-F)	1	8.0	4:00 PM – 12:30 AM

Facility Specifications		
Gross Square Footage	26,094	
Staff in Building	180	
Approximate Number of Persons Entering/Exiting Building Per Month	18,000	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	310	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	18	
Number of Soap Dispensers (Type: Liquid or Dry)	18	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	12	
Number of Toilets	15	
Number of Urinals	6	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	25	Interior Partition Glass/Doors	50

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 19	
Department/Facility	DPSS
Address	2200 Humbolt, Los Angeles

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 5:00 PM
Night (M-F)			N/A

Facility Specifications		
Gross Square Footage	23,655	
Staff in Building	30	
Approximate Number of Persons Entering/Exiting Building Per Month	1,600	
Number of Floors	30	
Number of Stairwells	1	
Number of Elevators	0	
Approximate Number of Light Fixtures	239	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	9	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	10	
Number of Toilets	9	
Number of Urinals	4	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	81	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements
Shampoo and floors on weekends. No night shift

5/24/2005

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 20**
Department/Facility	DPSS
Address	4680 San Fernando Road, Glendale

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:00 AM – 3:30 PM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	37,590	
Staff in Building	451	
Approximate Number of Persons Entering/Exiting Building Per Month	6,000	
Number of Floors	3	
Number of Stairwells	2	
Number of Elevators	3	
Approximate Number of Light Fixtures	57*	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	3	
Number of Kitchenettes	0	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	29	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	5	
Number of Basins/Sinks	29	
Number of Toilets	35	
Number of Urinals	7	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Owner				

Window Cleaning			
Number of Windows/Exterior Glass	1,170	Interior Partition Glass/Doors	20

Describe Cleaning Special Cleaning or Operational Requirements
Day cleaning only - Clean restrooms, kitchen areas, stairs, outside main entrances to the building public and employees and sweeps 1st level of the parking structure. The rest of the building is cleaned at night by the owner. *Light fixtures – 57 in restrooms and kitchens only

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 21	
Department/Facility	DPSS
Address	955 Lake Avenue, Pasadena

Hours of Operation	**Days of Operation**
7:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	3.0	9:00 AM – 11:00 AM
Night (M-F)	1	7.0	5:00 PM – 12:30 AM
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	37,342	
Staff in Building	197	
Approximate Number of Persons Entering/Exiting Building Per Month	10,000	
Number of Floors	3	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	426	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	15	
Number of Soap Dispensers (Type: Liquid or Dry)	15	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	3	
Number of Basins/Sinks	26	
Number of Toilets	27	
Number of Urinals	4	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	23	Interior Partition Glass/Doors	48

Describe Cleaning Special Cleaning or Operational Requirements
The day custodian also works 4 hours at night

INTERNAL SERVICES DEPARTMENT

STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 22	
Department/Facility	FCCF Building Center
Address	1320 North Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
24 hours	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	7.0	4:00 AM – 11:30 AM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	32,675	
Staff in Building	85	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	1	
Approximate Number of Light Fixtures	357	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1 double	
Number of Single Fold Paper Towel Dispensers	1 c-fold	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5 c-fold	
Number of Soap Dispensers (Type: Liquid or Dry)	12	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	12	
Number of Toilets	11	
Number of Urinals	6	
Number of Showers	5	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	169	Interior Partition Glass/Doors	35

Describe Cleaning Special Cleaning or Operational Requirements

STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 23**
Department/Facility	Fire Department
Address	1104 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	6:00 AM – 2:30 PM
Night (M-F)	0		

Facility Specifications	
Gross Square Footage	36,822
Staff in Building	25
Approximate Number of Persons Entering/Exiting Building Per Month	48
Number of Floors	1
Number of Stairwells	2
Number of Elevators	0
Approximate Number of Light Fixtures	30
Number of Parking Lots	1
Number of Detention/Holding Cells	0
Number of Kitchen Areas	1
Number of Kitchenettes	1
Number of Sinks	2
Number of Single Fold Paper Towel Dispensers	0
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	2
Number of Single Fold Paper Towel Dispensers	2
Number of Soap Dispensers (Type: Liquid or Dry)	1
Number of Sanitary Napkin Dispensers	0
Number of Tampon Dispensers	0
Number of Basins/Sinks	4
Number of Toilets	4
Number of Urinals	2
Number of Showers	2

Rubbish/Trash Removal					
Number of Rubbish Bins		Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	14

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 24**
Department/Facility	Emergency Trailer
Address	1104 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	0.5	6:30 AM – 3:00 PM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	1,525	
Staff in Building	4	
Approximate Number of Persons Entering/Exiting Building Per Month	32	
Number of Floors	1	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	20	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	1	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	0	Pickups Per Week	0	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	7	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 25**
Department/Facility	Headquarters Klinger Center
Address	1320 North Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	2.0	8:30 PM – 10:30 PM
Night (M-F)	1	5.0	8:30 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	36,986	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	1,000	
Number of Floors	2	
Number of Stairwells	3	
Number of Elevators	0	
Approximate Number of Light Fixtures	437	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	3	
Number of Sinks	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	12	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	17	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	16	
Number of Toilets	17	
Number of Urinals	6	
Number of Showers	5	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	77	Interior Partition Glass/Doors	6

Describe Cleaning Special Cleaning or Operational Requirements
The same two custodians that work at the LAO Training start after lunch at the Headquarters Klinger Center, one works 2 hours and the other works 5 hours.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 26**
Department/Facility	LAO Training Center
Address	1320 North Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 6:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	2	3.0	5:00 PM – 8:00 PM

Facility Specifications		
Gross Square Footage	10,129	
Staff in Building	25	
Approximate Number of Persons Entering/Exiting Building Per Month	1,000	
Number of Floors	2	
Number of Stairwells	1	
Number of Elevators	0	
Approximate Number of Light Fixtures	174	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	11	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	16	
Number of Toilets	13	
Number of Urinals	6	
Number of Showers	7	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	109	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
2 Custodian work 3 hours each from 5:00 PM – 8:00 PM

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 27**
Department/Facility	Internal Services Department Complex
Address	1102 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 8:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	2.5	6:30 AM – 3:00 PM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	3,738	
Staff in Building	16	
Approximate Number of Persons Entering/Exiting Building Per Month	200	
Number of Floors	1	
Number of Stairwells	4	
Number of Elevators	0	
Approximate Number of Light Fixtures	36	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	8	
Number of Toilets	9	
Number of Urinals	2	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Door #6 and door #12

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No.28**
Department/Facility	Internal Services Headquarters
Address	1100 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 8:00 PM	Monday – Thursday (M-T)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M - T)	4	9.0	3:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	80,309	
Staff in Building	314	
Approximate Number of Persons Entering/Exiting Building Per Month	1,000	
Number of Floors	4	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	1,127	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	8	
Number of Single Fold Paper Towel Dispensers	16	
Number of Soap Dispensers (Type: Liquid or Dry)	20	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	23	
Number of Toilets	28	
Number of Urinals	6	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	271	Interior Partition Glass/Doors	37

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 29**
Department/Facility	Internal Services HR Trailer
Address	1100 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
6:00 AM – 8:00 PM	Monday – Thursday (M-T)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - T)	0		
Night (M - T)	1	9.0	3:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	7,200	
Staff in Building	47	
Approximate Number of Persons Entering/Exiting Building Per Month	320	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	60	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	5	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins		Pickups Per Week		Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	22	Interior Partition Glass/Doors	10

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5 No. 30	
Department/Facility	Department of Mental Health
Address	5321 Via Marisol, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 5:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		N/A
Night (M - F)	1	4.0	10:00 P.M. – 2:00 AM

Facility Specifications		
Gross Square Footage	9,135	
Staff in Building	30	
Approximate Number of Persons Entering/Exiting Building Per Month	1,200	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	0	
Approximate Number of Light Fixtures	125	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1 double	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	5	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	2	
Number of Basins/Sinks	5	
Number of Toilets	7	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	111	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 31**
Department/Facility	Sheriff Department
Address	1104 N. Eastern Avenue, Los Angeles

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	3.5	6:30 AM – 3:00 PM
Night (M-F)	0		

Facility Specifications	
Gross Square Footage	9,151 +
Staff in Building	16
Approximate Number of Persons Entering/Exiting Building Per Month	4
Number of Floors	2
Number of Stairwells	2
Number of Elevators	0
Approximate Number of Light Fixtures	35
Number of Parking Lots	1
Number of Detention/Holding Cells	0
Number of Kitchen Areas	0
Number of Kitchenettes	0
Number of Sinks	0
Number of Single Fold Paper Towel Dispensers	0
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	0
Number of Single Fold Paper Towel Dispensers	0
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Sanitary Napkin Dispensers	0
Number of Tampon Dispensers	0
Number of Basins/Sinks	0
Number of Toilets	0
Number of Urinals	0
Number of Showers	0

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	27	Interior Partition Glass/Doors	1

Describe Cleaning Special Cleaning or Operational Requirements
Day custodian uses 1.5 hours to monitor the restrooms at 1100 Eastern Ave. and HR Trailer

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 5	**No. 32**
Department/Facility	Sheriff's Headquarters
Address	4700 Ramona Blvd., Monterey Park

Hours of Operation	**Days of Operation**
5:00 AM – 1:30 AM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M - F)	0		
Night (M - F)	3	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	125,000	
Staff in Building	700	
Approximate Number of Persons Entering/Exiting Building Per Month	800	
Number of Floors	5	
Number of Stairwells	2	
Number of Elevators	3	
Approximate Number of Light Fixtures	1,250	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	11	
Number of Kitchenettes	4	
Number of Sinks	11	
Number of Single Fold Paper Towel Dispensers	18	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	18	
Number of Single Fold Paper Towel Dispensers	34	
Number of Soap Dispensers (Type: Liquid or Dry)	31	Liquid
Number of Sanitary Napkin Dispensers	10	
Number of Tampon Dispensers		
Number of Basins/Sinks	34	
Number of Toilets	47	
Number of Urinals	12	
Number of Showers	6	

Rubbish/Trash Removal					
Number of Rubbish Bins	5	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	County				

Window Cleaning			
Number of Windows/Exterior Glass	577	Interior Partition Glass/Doors	104

Describe Cleaning Special Cleaning or Operational Requirements
Special attention to 4th floor Sheriff's Office, dust, vacuum, etc. Chiefs Office on the 3rd floor and 3rd floor conference room for dust, trash, clean conference table top.

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

DIAMOND CONTRACT SERVICES, INC.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Virginia Devlin
Title: Quality Control Manager
Address: 2819 Burton Avenue
Burbank, CA 91504
Telephone: (818) 565-3554
Facsimile: (818) 565-3556
E-Mail Address: **Vdevline@diamondcontract.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Derek C. Smith
Title: President/CEO
Address: 2819 Burton Avenue
Burbank, CA 91504
Telephone: (818) 565-3554
Facsimile: (818) 565-3556
E-Mail Address: **dsmith@diamondcontract.com**

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

Notices to Contractor shall be sent to the following address:

Address: 2819 Burton Avenue
Burbank, CA 91504
Telephone: (818) 565-3554
Facsimile: (818) 565-3556
E-Mail Address: **dsmith@diamondcontract.com**

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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24) EMPLOYEE PAID HEALTH:

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26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

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PAYROLL

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27) NET WAGES:

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EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COME LAND MAINTENANCE CO. INC.

FOR

CUSTODIAL SERVICES

CONTRACT PROVISIONS
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D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
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K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
COME LAND MAINTENANCE CO. INC.
FOR
CUSTODIAL SERVICES

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 Come Land Maintenance Co. Inc., a California corporation hereinafter referred to as Contractor. Come Land Maintenance Co. Inc. is located at 4917 West Melrose Avenue, Los Angeles, CA 90029.

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 Co ntract 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 and L 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:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Region Pricing Sheet(s)
1.3 EXHIBIT C- Facility Specification Sheets
1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Jury Service Ordinance
1.8 EXHIBIT H - Safely Surrendered Baby Law
1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

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

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 terms as used herein shall be construed to have the following meaning, unless otherwise specified or apparent from the context in which they are used.

2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body, has the legal authority to enter into contracts.

2.2 Change Notices
Form used by County to authorize changes to the Contract.

2.3 Contract Discrepancy Report
A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.4 Contractor
The corporation, partnership, or authorized persons(s) who has entered into a Contract with the County to perform custodial services required.

2.5 Contractor Project Manager
The term Contractor Project Manager shall mean the individual designated by the Contractor to administer the Contract operations on behalf of Contractor.

2.6 County
The County of Los Angeles.

2.7 County Custodian
Person(s) who are employed by the County of Los Angeles who provide custodial services.

2.8 County's In-House Custodial Facilities
Facilities owned by the Los Angeles County where County Custodians provide custodial services.

2.9 County's Contract Compliance Section Manager
Person with administrative responsibility to assure that the written requirements of the Contract, paragraph 8.50, Compliance with Living Wage Program, are met.

2.10 County's Project Director (CPD)
Person designated by County with the authority on contractual and administrative matters related to the Contract.

2.11 County's Project Manager (CPM)
Person designated by County to manage the custodial operations and administrative issues related to the Contract.

2.12 County's Contract Monitor
Person designated by County to monitor the day-to-day activities related to the Contract. Responsible for inspections of any and all tasks, deliverables, services and other work provided by Contractor.

2.13 County Recognized Holidays
The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.14 Custodian
Person(s) employed by Contractor that provides custodial services.

2.15 Day
As used herein, the term day shall mean calendar days(s) unless otherwise specified.

2.16 Day Porter
Person(s) employed by Contractor that provide custodial services during the day shift.

2.17 District Manager
County Facility Operations Services (FOS) Manager responsible for custodial services in the County.

2.18 Director of the Internal Services Department (ISD)
Person designated by County of Los Angeles with the responsibility of managing the Internal Services Department.

2.19 Facilities
Property or properties owned and operated by the County of Los Angeles.

2.20 Facilities Operation Services (FOS)
Internal Service Department (ISD) operation responsible for providing custodial services to County Departments.

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

2.22 Internal Services Department
The County Department responsible for administration of the contract

2.23 Living Wage Program
Program adopted by the Board of Supervisors to ensure contract employees are paid a living wage and provided health benefits as defined in County ordinance sections 2.201.010 through 2.201.100.

2.24 Month
A calendar Month, unless otherwise specified.

2.25 Outsourced Vendor
Vendor providing incidental services for Contractor's performance under this Contract.

2.26 Performance Requirements Summary (PRS)
Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.27 Principal Custodian
Custodian that acts as a lead custodian who has full responsibility for directing the work of each of the custodial crew on his/her work shift.

2.28 Regions
Geographic groups of facilities defined by County that require custodial services.

2.29 Service Start Date
Date upon which Contractor starts to provide services to County under this Contract. Written notification of Service Start Date will be sent to Contractor by County's Project Director.

2.30 Subcontractor
Persons, companies, corporations or any other legal organization(s) that furnish supplies, equipment and services of any nature to Contractor under an oral or written agreement.

2.31 Supervisor
Custodial Supervisors are employees of Contractor who have the responsibility of managing custodial work crews.

2.32 Week
Seven calendar (7) days, Monday through Sunday, unless otherwise specified.

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 three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and six (6) month-to-month extensions not to exceed, in aggregate a maximum total Contract term of five (5) years and six (6) months. Each option year and six (6) month-to-month extensions shall be exercised solely by the Director, Internal Services Department (ISD).

4.3 Contractor shall notify County's Project Manager 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 County's Project Manager at the address herein provided in Exhibit E - County's Administration.

4.4 Contractor services shall commence upon written notification of the Service Start Date from County's Project Director. During that time period, County will transition certain facilities between Regions. If Contractor is currently providing services to County, Contactor will continue to do so at existing Contract rates, until such facility transitions are completed.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates listed in Exhibit B, Pricing Schedule.

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 Intentionally omitted.

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 shall submit one monthly invoice to the County by the 15th calendar day of the month following the month of service. In order to be in compliance with the 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 Payments
- Exhibit L - Payroll Statement of Compliance/Monthly Certified Payroll including payroll documents as required.

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

County of Los Angeles
Internal Services Department
Facility Operation Services
1100 N. Eastern Ave.
Los Angeles, CA 90063
Attention: Paula Hill

5.5.5 County Approval of Invoices**.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6 Cost of Living Adjustments (COLA's)

If the County elects in its' sole determination to exercise the option years, the Contract rates 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

A listing of all County personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

6.4 County's Contract Compliance Section Manager

The County's Contract Compliance Section Manager is responsible to insure that the Contract is in compliance with the administration terms and conditions, and the County's Living Wage Program.

The County's Contract Compliance Section 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all Contractor personnel involved with the administration of this Contract on behalf of County are referenced in the following Sub-paragraphs and designated in Exhibit F. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.1.3 Contractor's Project Manager shall provide overall management and coordination of all aspects of this Agreement and shall act as a central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management and operation of facilities of similar size and complexity.

7.1.4 Contractor's Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.2 Contractor's Supervisor

Contractor shall provide a thoroughly trained Supervisor or Lead Person. Supervisory coverage shall be present during the shifts in County Facilities. Supervisor or Lead Person shall be knowledgeable in all aspects of the County's custodial facility operations and shall have access to the Contractor's Project Manager during all hours of shift coverage, 365 days per year. Supervisors must be available to County and reachable by pager on all hours of shift coverage, 24 hours a day, 365 days a year. The supervisor or lead person shall be effectively to communicate in English, both orally and in writing.

7.3 Custodial Personnel

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work as required in the Contractor's staffing plan. Contractor's personnel must be at least eighteen (18) years of age and a U.S. citizen or legally permitted to work in the United States. Contractor shall provide pagers, at Contractor's Cost for all daytime staff, Supervisors, Principal Custodians and Day Porters.

7.3.2 Contractor shall designate one (1) employee as Principal Custodian with full responsibility for directing the entire custodial crew on his/her shift. Each Principal Custodian shall be authorized to act for Contractor in every detail and must speak, read and understand English. In buildings where only one Contractor employee is assigned, the employee must read, speak, and understand English.

7.3.3 Contractor is to notify County's Project Manager or District Manager when a Day Porter or day/night shift Supervisor, Principal Custodian, or Custodian, is out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute (fill-in) employee. Substitute employee is to have proper County ID badge, unless otherwise approved by County Project Manager. The substitute employee shall be adequately trained, speak, write and understand English, and be equipped with a pager. Contractor may be issued temporary badges to be used in the event Contractor must use workers to perform incidental services. Contractor must comply will all the rules and regulations established by the County's Contact Compliance Section.

7.3.4 Contractor shall furnish and require every employee to wear a company uniform to include shirt with logo (polo shirt with pocket acceptable) and matching pants and a County issued Identification (ID) Badge. The uniforms must be distinguishable

from County's custodial personnel apparel. County to approve uniforms upon award of contract. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all it's officers, agents and employees and representatives. Contractor will insure that all personnel assigned to County facilities report to assigned work on time and as scheduled.

7.3.5 Contractor shall provide training programs for all new employees and on-going and continuing in-service training for all employees, including, but not limited to, the diverse cleaning needs of County facilities.

7.3.6 Contractor's personnel shall be trained in their assigned tasks and in the safe handling of all equipment, cleaning reagents and chemicals. All equipment must be checked daily for safety. All Contractor's personnel must work according to Federal and/or California Occupational Safety and Health Agency (OSHA) standards. Contractor must maintain an IIPP in accordance with OSHA standards. Contractor must provide all training manuals and other documents upon County request. Contractor's written IIPB will be reviewed by Contract Compliance Section (CCS). Once approved Contractor will be required to sign an affidavit indicating they will continue to up hold their safety requirements.

7.3.7 Contractor shall remove any employee assigned to a County Facility within four (4) hours upon County's sole request.

7.4 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 Manager.

7.5 Contractor's Staff Identification/County ID Badges

7.5.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

7.5.3 Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the

employee has terminated employment with the Contractor or has been removed from a working at a County facility.

7.5.4 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5.5 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Contractor bears all cost for background checking.

7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

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 sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

7.8 Supplies, Materials and Equipment

Contractor assumes all risks of loss and damaged supplies, materials and equipment stored and shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc. Existing stocks of paper, cleaning supplies, etc., shall remain in each County facility at the Contract termination and shall not be removed Contractor.

8.0 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 Director, Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the ISD, to any approved delegate or assignee on any claim under this Contract shall be deductible, at ISD, 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 Director, Internal Services Department 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

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Director or her designee.

8.4.2 For any change which affects the scope of work, including deletion of facilities, term, Contract sum, payments or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or designee.

8.4.4 The County's Director of ISD may at his sole discretion authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of the Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of ISD or his designee.

8.4.5 County's reserves the right to add or change facilities in any Region(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Region Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD or designee.

8.5 COMPLAINTS

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) 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. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. 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. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the County's Project 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.

8.5.3 Copies of all written responses shall be sent to the County's Project 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 G 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. Note: The County has determined nothing less than 40 hours constitutes full-time for the custodial industry. 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'S 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 on any 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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or 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 that 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Purchase Order or 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 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 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

8.15.1 The Contractor's Project Manager or Supervisor shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action, and a copy will be provided to the County Project Manager.

8.15.2 The Contractor's Project Manager or Supervisor shall inspect the custodial/housekeeping operation at least once per week.

8.15.3 Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview contractor's employees for Contract compliance.

8.15.4 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 7.7 - Confidentiality, the Contractor shall sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit I.

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: Original certificate(s) of insurance or other evidence of coverage satisfactory to the County shall be delivered to County's Project Administrator listed in Exhibit E 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 insureds 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.

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.

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 Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head 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 the Statement of Work (SOW) Attachment 3, 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 Internal Services Department or any other County 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, Internal Services Department, 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 H 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 County Project Manager 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 Project Director. 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 Contractor shall provide financial records and payroll information requested by County's Contract Compliance Manager or monitors, for verifying Contractor's compliance to County's Living Wage Program. County's Contract Compliance Manager or monitors shall have access to any and all Contractor's proprietary financial information including but not limited to timekeeping records, employment eligibility, personnel files, bank statements and employee pay stub information. Contractor shall response to County's request for examine the records within a 24 hour notice. Contractor shall maintain time keeping records in accordance with the State of California applicable laws.

8.37.2 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 and to County's Project Director 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).

8.37.3 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.

8.37.4 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 written 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. Contact County for process.

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 Project Director 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 County's Project Manager listed in Exhibit E before any subcontractor employee may perform any work hereunder.

8.39.9 All Subcontractors performing services under this Contract are 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.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

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 a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

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 Project Director:

- 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 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 (213) 974-0914 or (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.

8.50 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

8.50.1 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.

8.50.2 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. **Note: this is not applicable to custodial contractors - full-time employees are those working 40 hours per week.**
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.

8.50.3 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 who performed under the County contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked on County hours and non-County hours, payroll deductions, overtime, time off, 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.

8.50.4 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.

8.50.5 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 five (5) 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.

8.50.6 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 and obtain signature on appropriate log to verify receipt of notice. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.50.7 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.

8.50.8 Use of Full-Time Employees.

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

8.50.9 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.

8.50.10 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.

8.50.11 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.

8.51 DISPLACED JANITOR OPPORTUNITY ACT

8.51.1 This contract is subject to the provisions of the Displaced Janitor Opportunity act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

8.51.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

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.

COME LAND MAINTENANCE CO. INC.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Principal Deputy County Counsel

CONTRACT EXHIBITS

CUSTODIAL SERVICES

CONTRACT FOR
CUSTODIAL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide all Custodial services for County facilities in one or more of the Region(s) listed in the Contract, Exhibit B, Region Pricing Sheet(s). The services shall consist of all labor, supervision, equipment, materials, supplies and other services necessary for Contractor's performance under this Contract. These services include but are not limited to: cleaning of offices, conference rooms, lobbies, corridors, rest rooms, lunchrooms; the collection and disposal of solid waste and trash; cleaning of court detention cells; window washing, light fixture cleaning, carpet/floor care, parking lot sweeping and pest extermination services.

2.0 CUSTODIAL REQUIRED SERVICES – COUNTY-WIDE REGIONS AND FACILITIES

Individual Facility Specification Sheets are set forth in Exhibit C. Contractor shall provide the number of staff for the hours of coverage indicated on the sheets. In performance of the required duties, Contractor shall provide the following:

2.1 Daily Cleaning Requirements

2.1.1 Offices and Conference Rooms

1. Gather all waste material from trash receptacles and place in appropriate disposal area.
2. Line waste containers with plastic bags.
3. Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.
4. Sweep and/or damp mop all non-carpeted floor surfaces. Set up "wet floor" signs.
5. Vacuum all carpeted areas.
6. Arrange furniture properly.
7. Clean door glass and frames.
8. Spot clean carpets, as needed.
9. Remove graffiti.
10. Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.

2.1.2 Rest Rooms (Private and Public) and Showers

1. Clean rest room fixtures, and shower fixtures.
2. Clean and refill all rest room soap and paper dispensers.
3. Spot wash rest room walls, showers, partitions, and doors.
4. Remove Graffiti.
5. Clean face basins and all surfaces.
6. Clean rest room mirrors, kick plates, push plates, and ashtrays.
7. Clean rest room floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
11. Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.

2.1.3 Lunchrooms, Eating and Vending Areas.

1. Empty trash containers.
2. Clean basins, sinks, and chrome fittings.
3. Dust window ledges.
4. Sweep floors and/or vacuum and spot clean carpet.
5. Machine scrub terrazzo floors.
6. Spot wash walls, as needed, and remove graffiti.
7. Damp mop and buff tile floors. Set up “wet floor” signs
8. Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria area. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.
9. Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.
10. Contractor shall pick up trash and waste from a designated point and remove it from the building.

2.1.4 Lobbies and Corridors

1. Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.
2. Clean all entrance doors glass and partition glass.
3. Empty all waste containers.
4. Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.
5. Clean and sanitize drinking fountains.
6. Clean public telephone stalls.
7. Clean balconies and ledges as required.

2.1.5 Graffiti eradication will be performed each workday and shall include the following:

1. Court Buildings - all interior and exterior surfaces.
2. Hallways - all surfaces.

3. Telephone Booths - all surfaces.
4. Stairwells - all surfaces.
5. Building Signs - all surfaces.
6. Elevators all floors, walls, doors, and tracks.
7. Rubbish Containers - all surfaces.
8. All graffiti eradication requests for repainting shall be submitted to the County's Project Manager. County will paint surfaces, if appropriate.

2.1.6 Various Areas

1. Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up "wet floor" signs.
2. Sweep and or/dust stairs, landings, and handrails.
3. Clean custodial closets and keep supplies and equipment orderly.
4. Sweep, damp mop and buff all entrances, lobbies and hallways.
5. Clean and sanitize drinking fountains.
6. Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.
7. Place appropriate mats at entrances and in lobbies during rainy weather.
8. Clean elevators by cleaning floors, walls, doors, and tracks.
9. Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.
10. Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.
11. Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.

2.2 Weekly Cleaning Requirements

2.2.1 Offices and Conference Rooms

1. Dust doorjambs and baseboards.
2. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
3. Dust top of high cabinets and shelves.
4. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
5. Dust beneath movable desk files.
6. Wash or polish desktops, as needed.
7. Clean doorknobs, kick plates, and threshold plates.
8. Spot wash doors and walls.

2.2.2 Rest Rooms and Showers

1. Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
2. Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.
3. Dust ceiling vents and door louvers.
4. Hand clean behind toilet bowls and in corners.
5. Wash all stall partitions.
6. Damp mop and buff waxable floors. Set up "wet floor" signs.
7. Spot wash doors.

2.3 Monthly Cleaning Requirements

2.3.1 All Areas

1. Clean and shampoo entrance mats.
2. All resilient tile floors must be scrubbed or stripped, and floor finish applied.
3. Clean chairs and table legs.
4. Dust high ledges and moldings.
5. Dust Venetian blinds.
6. Dust or vacuum ceiling and wall vents.
7. Vacuum upholstered furniture.
8. Wash partition glass.
9. Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
10. Vacuum draperies.
11. Wash marble walls.
12. Dust and wash vertical walls.
13. Clean all wall and ceiling vents.
14. Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up "wet floor" signs.
15. Pressure wash and remove gum from all steps, sidewalks, and landings, adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.
16. Machine scrub floors.

2.4 Detention Cells

2.4.1 Equipment Needed: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.

2.4.2 Safety precautions:

1. Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.
2. Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.
3. Set up "wet floor" signs where necessary.

2.4.3 Daily:

1. Assemble necessary equipment, prepare disinfectant for mopping and wall washing; take to assigned area.
2. Pick up large trash on floor and place in trash container.
3. Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).
4. Pick up trash and place in trash container.

5. Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).
6. Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.
7. Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.
8. Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.
9. As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.
10. Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.

2.4.4 Weekly

1. Dust vents (with hand duster and extension)
2. Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.

2.4.5 Monthly

1. Wash all rails, walls, and bars with disinfectant solution.
2. Machine scrub floors.

2.5 Carpet/Floor Cleaning

2.5.1 All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to be determined by County.

1. Wet and/or dry methods may be required as determined by County.
2. Each facility is to be shampooed in one cleaning cycle.
3. Floor care cleaning methods are dependent on floor type and shall be determined by County.

2.6 Window Washing (Interior/Exterior)

2.6.1 All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.

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

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

2. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
3. Remove all cleaning equipment from areas after work completion.
4. Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.
5. Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.
6. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.
7. If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.
8. Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

2.7 Light Fixture Cleaning

2.7.1 Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:

1. Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
2. Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.
3. Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
4. Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
5. Dust and clean ceiling pipes and vents.
6. Clean work area after completion of duties.
7. Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.

2.8 Pest Extermination

2.8.1 Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.

2.8.2 Contractor shall provide the following services.

1. Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.
2. Prepare and use poison bait, insecticides, and traps in infested areas.

3. Locate conditions conducive to infestation and develop and implement preventive pest control programs.
4. Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).
5. Fumigate contaminated articles such as mattresses or clothing.
6. Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.
7. Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.
8. Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

2.9 Parking Lot Sweeping/Cleaning

2.9.1 Frequency of Cleaning

1. Parking lots must be cleaned and degreased once a week
2. Parking lots steam cleaned and/or power washed twice per year.
3. Stairwells cleaned once per week.
4. Remove weeds from parking lots once a month.
5. Asphalt to be cleaned using appropriate methods only.

2.9.2 Hours and Days of Services

Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.

2.9.3 Contractor shall provide the following services

1. Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.
2. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.
3. Remove dirt and litter around obstructions such as concrete wheel stops and borders.
4. Remove grass and weeds from lot surface cracks, fences, and walls around lot.
5. Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.
6. Empty trash containers and remove large articles of debris from the lot.
7. Furnish and install plastic bags when needed.
8. Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.
9. Clean stairways leading to and from parking lots/structures (where applicable).

10. Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.

2.10 Solid Waste Collection and Removal

2.10.1 All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.

2.10.2 All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.

2.11 Contractor's Outsourced Vendor Services

2.11.1 Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

3.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust the quantity of Facilities within each Region, adjust staffing requirements, adjust custodial services requirements in Facilities, labor hours and facility operating hours during the Contract Term. Contractor will be notified by County upon County's knowledge of any additions or deletions, or changes in services or operation hours. Details on the Addition/Deletion procedures can be found in the Contract, Paragraph 8.4, Change Notices and Amendments.

4.0 SERVICES FOR SPECIAL EVENTS/PROGRAMS

Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event. These types of events are considered extra work.

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor shall provide custodial services for emergencies/call back work upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.

5.1 Call Back Work

Contractor's call back work shall include cleaning services to include but not limited to: alterations to the building; unsatisfactory Contractor services; cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.

5.2 Emergency Services and Security Contacts

5.2.1 Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in County facilities be able to communicate clearly and fluently in English.

5.2.2 Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.

5.2.3 Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review. The plan shall include, the following:

6.1 Method of monitoring to ensure that Contract requirements are being met;

6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

7.1 Meetings

Contractor is required to attend monthly meetings with County Project Manager and/or designees. Contractor may be required to attend meetings to discuss service level deficiencies or contract issues within 24-hour notice.

7.2 Contract Discrepancy Report (CDR)

Verbal notification of a Contract discrepancy will be made to the Contractor's Project 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's Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued (Attachment 1). Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager or designee within time specified by County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Manager within five (5) workdays.

7.3 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. County will also review Contractor's performance under this Contract using the Monthly Contractor Performance/Contract Audit Report shown in Attachment 2.

8.0 COUNTY PROVIDED ITEMS

8.1 Storage Facilities, Fixed Equipment and Utilities

8.1.1 County will provide all utilities, including gas, electricity, and water in facilities where Contractor shall perform custodial services.

8.1.2 County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility.

8.1.3 County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.

8.2 Keys/Key Cards

8.2.1 County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.

8.2.2 Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.

8.2.3 Contractor is responsible for theft, loss or damage to County property due to contractor negligence or malfeasance.

9.0 CONTRACTOR RESPONSIBILITIES

9.1 Facility Work Requirements

9.1.1 The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times, lunch and break time, of Contractor's personnel shall be noted. This log shall be made available to the County's Project Manager and designee(s) upon request.

9.1.2 If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.

9.1.3 At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.

9.1.4 Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

9.1.5 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.

9.1.6 When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.

9.1.7 Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.

9.2 Contractor Furnished Supplies, Items and Equipment

9.2.1 Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

9.2.2 Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.

9.2.3 At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.

9.3 County Required Meetings

9.3.1 Contractor staff, one of whom shall be the Project Manager or Supervisor shall meet with County's Project Director or designee monthly or as

determined by County to evaluate the custodial and related services. The meetings shall include discussion of any service related issues related to Contractors services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

9.3.2 Contractor's Project Manager or designee shall be available to attend all daytime cleaning orientations with County Facility managers. This shall include new facilities that are added to Contractor's services.

9.4 Contractor's Office

Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS/DAY OF WORK

Contactor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.

11.0 WORK NOT REQUIRED

Contractor shall provide only those services as listed in the Statement of Work. Services requested by County personnel not listed in the Statement of Work and provided by Contractor shall be deemed to be gratuitous. Contractor shall not be paid for any additional services outside the scope of this Contract.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) (Attachment 3) 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.

When the Contractor's performance does not conform to 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 damage 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, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

ATTACHMENT 1

No.:

CUSTODIAL SERVICES DIVISION
CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:	**Response Required** from Contractor No Later Than:
TO (Name of Contact Person): **CONTRACTOR:** Contract No.:	**FROM** (Contract Monitor): **APPROVED** (Signature of District Manager)
Mode of Transmittal (check one and complete required info) ☐ FAX (insert number), ☐ US Mail (insert address) ☐ Hand Delivery (by):	**CUSTODIAL SERVICES DISTRICT #** 1 Hall of Administration 500 West Temple Street, Room B-47 Los Angeles, California 90012
NAME OF COUNTY FACILITY	Telephone No.:
ADDRESS OF COUNTY FACILITY	FAX No.:

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the assessment of damages.

County Use Only

No.	Contract Discrepancy	CONTRACTOR'S RESPONSE	Rec	Ver
1.				
2.				
3.				
4.				
5.				

ADDITIONAL COMMENTS:

Facility_____
No: _____
Year Date Contractor Sequence

ATTACHMENT 2

ISD

Facilities Operations Service
CUSTODIAL SERVICES DIVISION

CUSTODIAL CONTRACTS
MONTHLY CONTRACTOR PERFORMANCE/CONTRACT AUDIT REPORT

ISD Custodial District			Contractor	
Contract Monitor			Contract Number	
Contract Monitor Signature			Contact Person	
Telephone Number			Telephone Number	
Inspection for Month of			Date Facility Inspected	
Corrective Action Required	☐ Yes ☐ No		Address	
Corrective Action Completed	☐ Yes ☐ No		County Department	

STATEMENT OF WORK

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.1	**Daily Cleaning Requirements**					
2.1.1	**Offices and Conference Rooms**					
1.	Gather all waste material from trash receptacles and place in appropriate disposal area.					
2.	Line waste containers with plastic bags					
3.	Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces. Damp wipe and dry all glass tops. Remove fingerprints and smudges from desk and tabletops, walls, doors, door facings, telephones, etc.					
4.	Sweep and/or damp mop all non-carpeted floor surfaces. Set up “wet floor” signs.					
5.	Vacuum all carpeted areas.					
6.	Arrange furniture properly.					
7.	Clean door glass and frames.					
8.	Spot clean carpets, as needed.					
9.	Remove graffiti.					
10.	Remove gum from all hard floors, including: tile, terrazzo, ceramic, etc. and carpeted floor surfaces daily.					
2.1.2	**Rest Rooms (Private and Public) and Showers**					
1.	Clean rest room fixtures, and shower fixtures.					
2.	Clean and refill all rest room soap and paper dispensers.					
3.	Spot wash rest room walls, showers, partitions, and doors.					
4.	Remove Graffiti.					
5.	Clean face basins and all surfaces.					
6.	Clean rest room mirrors, kick plates, push plates, and ashtrays.					
7.	Clean rest room floors with disinfectant detergent. Set up “wet floor” signs.					
8.	Clean and sanitize toilets, toilet seats, and urinals with germicidal solution.					
9.	Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
10.	Service at option of County, sanitary napkin and/or tampon dispensers. Contractor will purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.					
11.	Contractor shall refill air freshener dispensers currently installed in County building restrooms with equal or better air fresher replacement products. Contractor to replace broken or malfunctioning air freshener dispensers at their own expense. Contractor shall maintain air freshener dispensers in operating condition, including battery replacement. Contractor may change or replace air freshener dispensers and/or products upon approval of the County Project Manager or designee. Contractor, at request of County Project Manager or designee, is required to install air fresher dispensers and products in new or existing County facility bathrooms.					
2.1.3	**Lunchrooms, Eating and Vending Areas.**					
1.	Empty trash containers.					
2.	Clean basins, sinks, and chrome fittings.					
3.	Dust window ledges.					
4.	Sweep floors and/or vacuum and spot clean carpet.					
5.	Machine scrub terrazzo floors.					
6.	Spot wash walls, as needed, and remove graffiti.					
7.	Damp mop and buff tile floors. Set up “wet floor” signs					
8.	Contractor will not be required to do any cleaning in a vendor operated kitchen or cafeteria areas. However, Contractor will provide cleaning services in vending stand areas in a manner similar to the cleaning services for office space.					
9.	Contractor is responsible to clean cafeteria eating areas and vending stand areas in a manner similar to the cleaning services for office space.					
10.	Contractor shall pick up trash and waste from a designated point and remove it from the building.					
2.1.4	**Lobbies and Corridors**					
1.	Sweep/mop floors, vacuum/spot clean carpets. Set up “wet floor” signs.					
2.	Clean all entrance doors glass and partition glass.					
3.	Empty all waste containers.					
4.	Elevators – Wash all floors, walls, doors, and tracks. Set up “wet floor” signs.					
5.	Clean and sanitize drinking fountains.					
6.	Clean public telephone stalls.					
7.	Clean balconies and ledges as required.					
2.1.5	**Graffiti eradication will be performed each workday and shall include the following:**					
1.	Court Buildings - all interior and exterior surfaces.					
2.	Hallways – all surfaces.					
3.	Telephone Booths - all surfaces.					
4.	Stairwells – all surfaces.					
5.	Building Signs - all surfaces.					
6.	Elevators all floors, walls, doors, and tracks.					
7.	Rubbish Containers - all surfaces.					
8.	All graffiti eradication requests for repainting shall be submitted to the County’s Project Manager. County will paint surfaces, if appropriate.					
2.1.6	**Various Areas**					
1.	Sweep and/or hose down exterior areas such as steps, sidewalks, and landings adjacent to the building. Set up “wet floor” signs.					
2.	Sweep and or/dust stairs, landings, and handrails.					
3.	Clean custodial closets and keep supplies and equipment orderly.					
4.	Sweep, damp mop and buff all entrances, lobbies and hallways.					
5.	Clean and sanitize drinking fountains.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Spanish Tile: Never to be waxed. Damp mop daily with mild detergent.					
7.	Place appropriate mats at entrances and in lobbies during rainy weather.					
8.	Clean elevators by cleaning floors, walls, doors, and tracks.					
9.	Clean escalators by polishing metal surfaces and cleaning escalator treads, risers, landings, and handrails.					
10.	Inspect parking areas and exterior grounds, collect trash and dispose in proper containers.					
11.	Clean ashtrays and sand jars; damp wipe ashtrays, and refill sand jars.					
2.2	**Weekly Cleaning Requirements**					
2.2.1	**Offices and Conference Rooms**					
1.	Dust doorjambs and baseboards.					
2.	Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.					
3.	Dust top of high cabinets and shelves.					
4.	Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.					
5.	Dust beneath movable desk files.					
6.	Wash or polish desktops, as needed.					
7.	Clean doorknobs, kick plates, and threshold plates.					
8.	Spot wash doors and walls.					
2.2.2	**Rest Rooms and Showers**					
1.	Clean face basins and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.					
2.	Check for stains in urinals, toilet bowls, and basins, and remove. Clean base of toilet bowls and below all urinals.					
3.	Dust ceiling vents and door louvers.					
4.	Hand clean behind toilet bowls and in corners.					
5.	Wash all stall partitions.					
6.	Damp mop and buff waxable floors. Set up “wet floor” signs.					
7.	Spot wash doors.					
2.3	**Monthly Cleaning Requirements**					
2.3.1	**All Areas**					
1.	Clean and shampoo entrance mats.					
2.	All resilient tile floors must be scrubbed or stripped, and floor finish applied.					
3.	Clean chairs and table legs.					
4.	Dust high ledges and moldings.					
5.	Dust Venetian blinds.					
6.	Dust or vacuum ceiling and wall vents.					
7.	Vacuum upholstered furniture.					
8.	Wash partition glass.					
9.	Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.					
10.	Vacuum draperies.					
11.	Wash marble walls.					
12.	Dust and wash vertical walls.					
13.	Clean all wall and ceiling vents.					
14.	Floor Maintenance: mop, scrub, strip and wax floors as needed. Non-slip wax to be used. Clean baseboards and kick plates. Set up “wet floor” signs.					
15.	Pressure wash and remove gum from all steps, sidewalks and landings adjacent to the building and from end-to-end of the building monthly in compliance with all applicable environmental laws and regulations.					
16.	Machine scrub floors.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.4.1	**Detention Cells** **Equipment Needed**: A utility cart with trash container, corn broom, dust pan, push broom, two mop buckets on dolly, two mop heads and handles, two pails, clean rags, toilet brush, deck brush with handle, hand duster with extension handle, cleaner powder, radiator brush, work gloves, rubber gloves, germicidal detergent, toilet paper, paper towels, measuring cup, and treated dust cloths.					
2.4.2	**Safety precautions:**					
1.	Custodial Personnel must wear gloves, eye protection, protective clothing, rubber boots or shoes with rubber heels and soles.					
2.	Personnel must be trained in the safe handling, use and disposal of chemical reagents and chemical mixing procedures.					
3.	Set up "wet floor" signs where necessary.					
2.4.3	**Daily:**					
1.	Assemble necessary equipment, prepare disinfectant solution for mopping and wall washing; take to assigned area.					
2.	Pick up large trash on floor and place in trash container.					
3.	Sweep floor with push broom starting at farthest corner working toward the door (use corn broom under benches and corners).					
4.	Pick up trash and place in trash container.					
5.	Spot wash walls with disinfectant solution (as necessary, wash walls from the bottom up).					
6.	Sanitize lavatory and drinking fountain with disinfectant; rinse thoroughly. Be sure to clean beneath the basin, pipes, and walls around sink.					
7.	Wash outside of commode with disinfectant and wipe with damp cloth dipped in disinfectant solution. Scrub with toilet brush being careful to clean under lips. Flush toilet.					
8.	Mop floor with disinfectant solution by flooding floor with mop and let it sit for approximately five (5) minutes. Pick up mop water and rinse. Inspect and proceed to next assignment.					
9.	As applicable at County discretion, pressure wash all walls, cell bars, and cement floors throughout holding cell areas.					
10.	Contractor is required to supply toilet paper and paper towels in designated areas and toilet paper Sheriff's holding cells.					
2.4.4	**Weekly**					
1.	Dust vents (with hand duster and extension).					
2.	Dust rails and bars with treated dust cloth (as needed). Use radiator brush for crevices.					
2.4.5	**Monthly**					
1.	Wash all rails, walls, and bars with disinfectant solution.					
2.	Machine scrub floors.					
2.5	**Carpet/Floor Cleaning**					
2.5.1	All carpets must be shampooed four (4) times each year at three (3) month intervals. Schedule to determined by County.					
1.	Wet and/or dry methods may be required as determined by County.					
2.	Each facility is to be shampooed in one cleaning cycle.					
3.	Floor care cleaning methods are dependent on floor type and shall be determined by County.					
2.6	**Window Washing (Interior/Exterior)**					
2.6.1	All windows are to be cleaned two (2) times each year, at six (6) month intervals. Schedule to determined by County.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.6.2	Contractor shall move books, papers, flowerpots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets or any other items away from windows. All office furniture, which cannot be moved, must be covered with a plastic cover (window washer must not stand on top of furniture). Upon completion of washing windows, return all items that were moved to their original locations. Services include:					
1.	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens, and outside building surfaces, such as marble and other smooth surfaces.					
2.	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and water marks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.					
3.	Remove all cleaning equipment from areas after work completion.					
4.	Immediately report to County's Project Manager and/or his designee all broken windows, mirrors, etc. or otherwise broken non-functioning opening and closing window mechanisms.					
5.	Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards. Perform all window-cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.					
6.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
7.	If corrosive substances are used to clean glass, metal frames, etc., window washing personnel must use protective rubber gloves, eye protection and protective clothing.					
8.	Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)					
2.7	**Light Fixture Cleaning**					
2.7.1	Once (1) a year for all County facilities. Schedule to be determined by County. Contractor shall perform the following:					
1.	Remove and disassemble light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.					
2.	Wash, clean, and dry all types of glass, plastics, and metal light fixtures, both disassembled and those remaining in the ceiling.					
3.	Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.					
4.	Contractor shall notify County of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.					
5.	Dust and clean ceiling pipes and vents.					
6.	Clean work area after completion of duties.					
7.	Rope off areas or post signs as a guard when working overhead, to protect the public from walking into the work area.					
2.8	**Pest Extermination**					
2.8.1	Extermination services are to be provided at County's Project Manager request. If emergency conditions exist Contractor is to respond within eight (8) hours. Pest extermination services may be required any day of the week, excluding holidays.					
2.8.2	**Contractor shall provide the following services.**					
1.	Inspect buildings and grounds to locate, identify, and eradicate infestations of insects, pests, rodents, and all other vermin.					
2.	Prepare and use poison bait, insecticides, and traps in infested areas.					
3.	Locate conditions conducive to infestation and develop and implement preventive pest control programs.					
4.	Report to County's Project Manager any damage to building structures from termites, damp rot, or other pests (vermin).					
5.	Fumigate contaminated articles such as mattresses or clothing.					

A – Acceptable, UA – Unacceptable, CA –Corrective Action, CA Com – Corrective Action Completed

SOW #	Provision	A	UA	CA	CA Com	Comments Attached
6.	Chemical Applications: All work involving the use of chemicals shall be accomplished by a State of California licensed Pest Control Operator. Such person is required to possess a valid California Pest Control Advisor License prior to chemical application and the License must be available to County upon request.					
7.	Permits: Contractor, prior to using restricted pesticides, will furnish the Contract Monitor with a valid and current Restricted Materials Permit issued by the County Agricultural Commissioner Department.					
8.	Compliance with Regulations: All regulations and Safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.					
2.9	**Parking Lot Sweeping/Cleaning**					
2.9.1	**Frequency of Cleaning**					
1.	Parking lots must be cleaned and degreased once a week.					
2.	Parking lots steam cleaned and/or power washed twice per year					
3.	Stairwells cleaned once per week.					
4.	Remove weeds from parking lots once a month.					
5.	Asphalt to be cleaned using appropriate methods only.					
2.9.2	**Hours and Days of Services** Hours of parking lot cleaning shall be after regular business hours, Sunday through Saturday, except legal holidays, at which time the services shall be provided before or after such holidays. Schedule to determined by County.					
2.9.3	**Contractor shall provide the following services**					
1.	Clean all levels of parking structure and adjacent sidewalks, exit and entrance ramps and driveways, using conventional sweeping equipment.					
2.	Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment.					
3.	Remove dirt and litter around obstructions such as concrete wheel stops and borders.					
4.	Remove grass and weeds from lot surface cracks, fences, and walls around lot.					
5.	Remove dirt and litter from lot obstructions, flower beds, bushes, walks, and fences around lot.					
6.	Empty trash containers and remove large articles of debris from the lot.					
7.	Furnish and install plastic bags when needed.					
8.	Report to County's Project Manager any needed repair of parking lot or sidewalk surfaces and adjacent fences.					
9.	Clean stairways leading to and from parking lots/structures (where applicable).					
10.	Inspect parking areas, report any damage to lot, fences, walks, and concrete car stops to County's Project Manager.					
2.10	**Solid Waste Collection and Removal**					
2.10.1	All solid waste generated in the building shall be collected and removed from the building daily and placed into a Contractor provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste must be cleaned daily. Wash inside and out or steam clean daily all waste cans used for food wastes. Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction. Material labeled or listed by Underwriters Laboratories, Inc. will be acceptable.					
2.10.2	All solid waste collected shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of *only* through a solid waste disposal facility that has been certified within the means of the Solid Waste Disposal Act (42 U.S.C. 3251 et. Seq.), as amended by the Resources Recovery Act of 1970 (Public law 91-512) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency and be available to County upon request.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
2.11.1	**Contractor's Outsourced Vendor Services** Upon prior approval of County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If Outsourced Vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any Outsourced Vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.					
4.0	**SERVICES FOR SPECIAL EVENTS/PROGRAMS**					
	Contractor shall provide custodial services for all special conferences, events and programs, which shall include holidays, evening and weekends. County will provide notice at least five (5) working days prior to each event.					
5.0	**SERVICES FOR EMERGENCIES/CALL BACK WORK**					
	Contractor shall provide custodial services for emergencies upon County request. Contractor shall perform emergency/call back work within two (2) hours of notice.					
5.1	**Call Back Work**					
	Contractor 's call back work shall include but not limited to: alterations to the building; unsatisfactory Contractor services, cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature such as earthquakes, floods, or fires.					
5.2	**Emergency Services and Security Contacts**					
5.2.1	Contractor's personnel in an emergency such as water pipe breakage, flood, or injury shall contact and relate the nature of the problem to the Office of Public Safety at (213) 974-1120 and County's Project Manager. Contractor shall always notify the Office of Public Safety when working weekends or after hours in any County building. This office does not have bilingual personnel; therefore, it is required that, at least one (1) of Contractor's employees working in the area be able to communicate clearly and fluently in English.					
5.2.2	Contractor personnel shall report any hazardous, emergency or security conditions immediately to County Project Manager, Project Monitor, District Manager or Facility Manager within the same shift as discovered.					
5.2.3	Contractor shall provide a 24 hour/day emergency telephone number and/or pager for immediate response to problems related to emergency or security issues at County facilities.					
8.0	**COUNTY PROVIDED ITEMS**					
8.1	**Storage Facilities, Fixed Equipment and Utilities**					
8.1.2	County will provide office and/or storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closet(s), offices and locker rooms in the specified buildings. Contractor 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 the County facility					
8.1.3	County will be responsible for maintaining fixed equipment including plumbing, electrical, soap dispenser, etc. Contractor shall inform County of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Office of Public Safety at (213) 974-1120 and County's Project Manger.					
8.2	**Keys/Key Cards**					
8.2.1	County will provide keys/key cards for access, at no cost to the Contractor. Contractor shall acknowledge receipt of the keys/key cards on a memorandum furnished by the County. Contractor is responsible for all County building and ancillary keys/key cards assigned. All such keys/key cards are property of the County and shall be returned to the County's Project Director or designee upon termination of the Contract.					

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8.2.2	Duplication of County provided keys/key cards is a misdemeanor (California penal Code, Chapter 3, Section 469). Expenses related to the re-keying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor staff shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons. Contractor and Contractor employees are not to obtain keys/key cards and or replacement keys/key cards from County facilities but must only obtain keys/key cards through County Project Manager or designee.					
9.0	**CONTRACTOR RESPONSIBILITIES**					
9.1	**Facility Work Requirements**					
9.1.1	The Contractor's Project Manager for each facility shall maintain a daily log in which the arrival and departure times of Contractor's personnel shall be noted. In addition, the log shall contain information on the condition of the doors and windows when the shift starts, and at the end of the work shift. This log shall be made available to the County's Project Manager upon request.					
9.1.2	If County personnel occupy the building after normal working hours when Contractor has completed custodial services, Contractor staff will notify County personnel of their departure and leave the door locked. Contractor shall ensure that only Contractor personnel have access to rooms, areas, or any part of County facilities. Contractor's personnel shall not allow unauthorized persons to enter County facilities during their work shift at any times.					
9.1.3	At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors must be locked at all times. Contractor's employees shall enter and leave through only specified locations in as identified by County's Project Manager to maintain facility security.					
9.1.4	Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.					
9.1.5	Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any personal property.					
9.1.6	When employing Subcontractors and Outsourced Vendors, Contractor shall not give keys/key cards to any County facility to the Subcontractor or Outsourced Vendors. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor or Outsourced Vendors until the specific job is completed. Contractor shall maintain a log of all Subcontractors and Outsourced Vendors that work in any County facility and submit the log with his/her invoice at the end of each month.					
9.1.7	Contractor personnel will turn in lost articles found while providing services to the Facility Building Manager.					
9.2	**Contractor Furnished Supplies, Items and Equipment**					
9.2.1	Contractor shall provide at Contractor's expense all custodial supplies such as: paper towels, toilet tissue, toilet liners, plastic trash liners, liquid and hand soaps, cleaning reagents, chemicals and sanitizers, as required in the performance of this Contract. Contractor certifies that all furnished custodial supplies are not harmful to the surfaces being cleaned. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.					
9.2.2	Contractor shall supply at Contractor's expense all custodial equipment required for services under this Contract, which shall include but is not limited to: brushes, brooms, mops, trash bins, cleaning carts; and employees appropriate safety gear and clothing such as gloves, goggles, protective clothing and shoes.					
9.2.3	At Contractors expense, Contractor shall deliver all required supplies and equipment at times and locations approved by County's Project Manager.					

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SOW #	Provision	A	UA	CA	CA Com	Comments Attached
9.4	**Contractor's Office** Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**					
10.0	**HOURS/DAY OF WORK**					
	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.					
	CONTRACT PROVISIONS					
Contract Provisions	**Contractor's Staff Identification/County ID Badges (See Contract Paragraph 7.5)**					
7.5.1	All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.					
7.5.2	Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.					
7.5.3	Contractor is responsible to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment with the Contractor or has been removed from a working at a County facility.					
7.5.4	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.					
7.5.5	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contractor Discrepancy Report with damages assessed as described in the SOW, Performance Requirements Summary, Attachment 3.					

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ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.1.1 Daily Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.2 Daily Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.3 Daily Cleaning Requirements: Lunchrooms, Eating and Vending Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.4 Daily Cleaning Requirements: Lobbies and Corridors	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.5 Daily Cleaning Requirements Graffiti eradication	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.1.6 Daily Cleaning Requirements: Various Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.1 Weekly Cleaning Requirements: Offices and Conference Rooms	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.2.2 Weekly Cleaning Requirements: Rest Rooms and Showers	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.3.1 Monthly Cleaning Requirements: All Areas	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Sections: 2.4.1, 2.4.2, 2.4.3 Daily Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 2.4.4 Weekly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.4.5 Monthly Cleaning Requirements: Detention Cells	100 % Completion of Required Services	Inspection & Observation	$50 per occurrence
SOW Section: 2.5 Carpet/Floor Cleaning: As scheduled.	100 % Completion of Required Services – Scheduled 4 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.6 Window Washing: As scheduled	100 % Completion of Required Services – Schedule 2 times/year	Inspection & Observation	$50 per occurrence
SOW Section: 2.7 Light Fixture Cleaning: As scheduled.	100 % Completion of Required Services - Annually	Inspection & Observation	$50 per occurrence
SOW Section: 2.8 Pest Extermination: Per County request.	100 % Completion of Required Services. Respond to County within 8 hours.	Inspection & Observation	$50 per occurrence
SOW Section: 2.9 Parking Lot Sweeping/Cleaning: As scheduled.	100 % Completion of Required Services – weekly.	Inspection & Observation	$50 per occurrence
SOW Section: 2.10 Solid Waste Collection and Removal: As Scheduled.	100 % Completion of Required Services as scheduled on Detailed Facility Sheets.	Inspection & Observation	$50 per occurrence
SOW Section: 2.11 Contractor's Outsourced Vendor Services	100 % Completion of Required Services by Outsourced Vendors	Inspection & Observation	$50 per occurrence
SOW Section: 4.0 Special Events/Programs: As required by County	100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence
SOW Section: 5.0 Emergencies/Call Back Work: As required by County	Must respond within 2 hours of notice. 100 % Completion of Required Services.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 6.0 Quality Control Plan	County acceptance of Plan	Receipt of document	$50 per occurrence
SOW Section: 7.1 Meetings	Attendance at Monthly Meetings. Must response to County within 24 hour notice	Attendance	$50 per occurrence
SOW Section: 8.1 County Provided Items Storage Facilities, Fixed Equipment and Utilities	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	$50 per occurrence
SOW Section: 8.2 Keys/Key Cards Loss by Contractor	Secure and Maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	$50 per lost key/keycard. Contractor pays for re-keying of facility due to lost keys
SOW Section: 9.1.1 Contractor daily facility log	Contractor to maintain daily facility log with arrival/ departure/lunch/break of employee's times .	Inspection of Log	$50 per occurrence
SOW Section: 9.1.2 Contractors staff only to have access to County facilities	Contractor staff only allowed in County facilities during work shifts.	Observation	$50 per occurrence
SOW Section: 9.1.3 Contractor to maintain facility security	Contractor employees to maintain facility security by not leaving doors open and exit/ entrance doors to be locked at all times.	Inspection & Observation	$100 per occurrence
SOW Section: 9.1.4 Contractor to use lights necessary for cleaning in the immediate area where employees are working. Areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.	Contractor employees to turn off lights when not cleaning that immediate area and to lock doors after cleaning the offices.	Inspection & Observation	$100 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section: 9.1.5 Contractor staff not to disturb private property of County employees	Contractors employees not to disturb any items/papers on desks in cabinets, use radios or telephones and tamper with any personal property.	Inspection & Observation	$100 per occurrence; possible removal of employee from facility.
SOW Section: 9.1.6 Contractor not to distribute keys to Subcontractor/Outsourced Vendor staff	Contractor not to distribute keys to Subcontractor/ Outsourced Vendor staff performing services on County property.	Inspection & Observation	$100 per occurrence
SOW Section: 9.2 Contractor to provide all supplies/equipment in performance of this Contract.	Contractor shall maintain adequate equipment and all supplies necessary for the performance of all services in this Contract.	Inspection and Observation	$50 per occurrence
SOW Section: 9.3 County required meetings	Contractor attendance at all monthly or as required County meetings.	Inspection and Observation	$50 per occurrence
SOW Section: 9.4 Contractor's Office	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service to respond to County calls within 2 hours.	Inspection and Observation	$50 per occurrence
SOW Section: 10.0 Hours/Day of Work	Contractor shall provide all services required by County in the shifts and hours specified in Contractor's Staffing Plan.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.1 Contractor's Project Manager	Provide a Project Manager accessible all hours, 365 days/year. Notify County of changes to Project Manager.	Inspection & Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Supervisor	Provide a Supervisor or Lead Person who has access to the Contractor Project Manager all hours, 365 days/year.	Inspection & Observation	$50 per occurrence
Contract: Paragraph 7.3.1 Custodial Personnel	Assign a sufficient number of employees to perform required work on designated shifts.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.2 Custodial Personnel	Provide Principal Custodial/must read, speak and understand English.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.3 Custodial Personnel	Notification to County of Contractor employee absence. Provide substitute employee.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.4 Custodial Personnel	Provide Uniforms and County issued ID badges.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.3.5 Custodial Personnel	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.6 Custodial Personnel	Provide Equipment/Safety Programs.	Provide copies of Programs upon County request	$50 per occurrence
Contract: Paragraph 7.3.7 Custodial Personnel	Removal of employee within 4 hours of County request.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7. 4 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.1 Contractor's Staff Identification/ County ID Badges	Contractor to ensure all employees wear County ID badges.	Inspection and Observation	$50 per occurrence

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7.5.3 Contractor's Staff Identification/ County ID Badges	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.4 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.5.5 Contractor's Staff Identification/ County ID Badges	Improper of fraudulent use of County ID badges will result in County's filing of a Contractor Discrepancy Report and damages will be assessed.	Inspection and Observation	$50 per occurrence
Contract: Paragraph 7.6.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 7.6.2 & 7.6.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	$50 per occurrence
Contract: Paragraphs 8.23 and 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$100 per occurrence; possible termination for default of contract.

ATTACHMENT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 8.33 - Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37.	Inspection of files	$100 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Paragraph 8.50 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$100 per occurrence; possible termination for default of contract.

CUSTODIAL SERVICES

REGION PRICING SHEETS

REGION 6 - NORTH REGION

CUSTODIAL SERVICES
PRICING SHEETS - VERSION 3

VENDOR NAME:	Come Land Maintenance Co., Inc.

NO.	FACILITY LOCATION	ADDRESS	CITY	SQUARE FEET	MONTHLY COSTS	ANNUAL COSTS ($)
1	BOARD OF SPVS. / REG. RECORD	14340 East Sylvan	Van Nuys	9,849	$ 1,280.00	$ 15,360.00
2	CHILDREN & FAMILY SERVICES	1150 W. Avenue J	Lancaster	18,419	$ 2,394.00	$ 28,728.00
3	CHILDREN & FAMILY SERVICES	335 A & C East Avenue K-6	Lancaster	51,000	$ 6,630.00	$ 79,560.00
	CHILDREN & FAMILY SERVICES	335 B East Avenue K-6	Lancaster	N/A	$ 1,300.00	$ 15,600.00
4	COMMUNITY & SENIOR CITIZEN	777 Jackman St.	Lancaster	9,424	$ 1,413.00	$ 16,956.00
5	COMMUNITY & SENIOR CITIZEN	24271 San Fernando Rd.	Santa Clarita	5,700	$ 902.00	$ 10,824.00
6	COURTS - Sheriff Lab	1010 W. Avenue J	Lancaster	19,896	$ 2,586.00	$ 31,032.00
7	COURTS - Main Court	1040 W. Avenue J	Lancaster	46,244	$ 6,012.00	$ 72,144.00
8	COURTS	900 Third St.	San Fernando	202,209	$ 27,523.00	$ 330,276.00
9	DPSS	27233 Camp Plenty Rd.	Canyon Country	9,205	$ 1,288.00	$ 15,456.00
10	DPSS	349 Avenue K-6	Lancaster	51,531	$ 6,699.00	$ 80,388.00
11	DPSS	1050 E. Palmdale Blvd.	Palmdale	18,795	$ 2,443.00	$ 29,316.00
12	DPSS	14545 Lanark	Panorama City	93,360	$ 12,136.00	$ 145,632.00
13	FIRE	14425 Olive View Drive	Sylmar	3,231	$ 625.00	$ 7,500.00
14	FLEET TRAINING CENTER	42110 6TH St. West	Lancaster	10,500	$ 1,365.00	$ 16,380.00
15	OFFICE OF PUBLIC SAFETY	33112 Castaic Lake Rd.	Castaic	2,133	$ 450.00	$ 5,400.00
16	PROBATION CAMP	45000 60TH St. West	Lancaster	4,076	$ 805.00	$ 9,660.00
17	PUBLIC WORKS - Metro Station	730 W. Sierra Highway	Acton	15,500	$ 2,015.00	$ 24,180.00
18	PUBLIC WORKS	260 E. Avenue K-8	Lancaster	10,241	$ 1,331.00	$ 15,972.00
19	PUBLIC WORKS- Sewer Maintenance	45712 Divison	Lancaster	1,357	$ 268.00	$ 3,216.00
20	PUBLIC WORKS - MD 5 Administration Office	38126 No. Sierra Hwy.	Palmdale	5,355	$ 895.00	$ 10,740.00
21	PUBLIC WORKS - Construction Inspection	38126 No. Sierra Hwy.	Palmdale	1,337	$ 265.00	$ 3,180.00
22	PUBLIC WORKS- Road Maintenance	38126 No. Sierra Hwy.	Palmdale	1,232	$ 248.00	$ 2,976.00
23	PUBLIC WORKS- Materials Engineering	38126 No. Sierra Hwy.	Palmdale	1,400	$ 270.00	$ 3,240.00
24	PUBLIC WORKS - Fleet Management	38126 No. Sierra Hwy.	Palmdale	1,250	$ 250.00	$ 3,000.00

25	PUBLIC WORKS- Technical Services Office	38126 No. Sierra Hwy.	Palmdale	800	$ 200.00	$ 2,400.00
26	RADIO COUNTY BUILDING	4555 W. Ave. G.	Lancaster	2,340	$ 490.00	$ 5,880.00
27	SANTA CLARITA CIVIC CENTER - Municipal Court	23747 W. Valencia Blvd.	Valencia	32,950	$ 4,283.00	$ 51,396.00
28	SANTA CLARITA CIVIC CENTER - Public Works	23757 W. Valencia Blvd.	Valencia	22,767	$ 2,960.00	$ 35,520.00
29	SANTA CLARITA CIVIC CENTER - Public Works/Building & Safety	23757 W. Valencia Blvd.	Valencia	9,000	$ 1,350.00	$ 16,200.00
31	SHERIFF - Crime Lab	45021 Sierra Highway	Lancaster	5,350	$ 510.00	$ 6,120.00
32	TAX ASSESSOR/ADOPTION	251 East Ave. K-6	Lancaster	15,338	$ 1,994.00	$ 23,928.00
TOTAL	***ALL DEPARTMENTS***			**681,789**	$ 93,180.00	$ 1,118,160.00

ADDITIONAL SERVICES	**HOURLY RATE ($)**
Emergencies or Call Back Work	$15.00
Special Events/Programs	$15.00
Facility Additions - Staffing	
Custodian	$14.00
Principal Custodian	$14.00
Supervisor	$16.00

CUSTODIAL SERVICES

FACILITY SPECIFICATION SHEETS

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 1**
Department/Facility	Registrar-Recorder
Address	14340 West Sylvan Street, Van Nuys

Hours of Operation	**Days of Operation**
11:00 AM – 1:00 PM & 5:00 PM – 9:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	2.0	11:00 AM – 1:00 PM
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	9,849	
Staff in Building	20	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	1	
Number of Stairwells	N/A	
Number of Elevators	N/A	
Approximate Number of Light Fixtures	70	
Number of Parking Lots	N/A	
Number of Detention/Holding Cells	N/A	
Number of Kitchen Areas	2	
Number of Kitchenettes	2	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	3	
Number of Tampon Dispensers	N/A	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	1	
Number of Showers	N/A	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	5	Interior Partition Glass/Doors	4

Describe Cleaning Special Cleaning or Operational Requirements
One custodian works day and night shift for a total of 6.0 hours/day 5 days per week.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 2**
Department/Facility	Children & Family Services
Address	1150 West Avenue J, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	4.0	10:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	18,419	
Staff in Building	100	
Approximate Number of Persons Entering/Exiting Building Per Month	450	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	201	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	6	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	8	
Number of Toilets	8	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	59	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 3	
Department/Facility	Children Services / Building & Safety
Address	335 A & C East Avenue K-6, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 5:00 PM
Night (M-F)	1	2.0	7:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	51,000	
Staff in Building	45	
Approximate Number of Persons Entering/Exiting Building Per Month	1,500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	450	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	3	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	9	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	16	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	15	
Number of Toilets	12	
Number of Urinals	2	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	193	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 4	
Department/Facility	Antelope Valley Health Center
Address	335 B. East Avenue K-6, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	N/A	
Staff in Building	N/A	
Approximate Number of Persons Entering/Exiting Building Per Month	N/A	
Number of Floors	N/A	
Number of Stairwells	N/A	
Number of Elevators	N/A	
Approximate Number of Light Fixtures	N/A	
Number of Parking Lots	N/A	
Number of Detention/Holding Cells	N/A	
Number of Kitchen Areas	N/A	
Number of Kitchenettes	N/A	
Number of Sinks	N/A	
Number of Single Fold Paper Towel Dispensers	N/A	
Number of Soap Dispensers (Type: Liquid or Dry)		N/A
Number of Restrooms (Including Jury rooms/Judges' chambers)	N/A	
Number of Single Fold Paper Towel Dispensers	N/A	
Number of Soap Dispensers (Type: Liquid or Dry)		N/A
Number of Sanitary Napkin Dispensers	N/A	
Number of Tampon Dispensers	N/A	
Number of Basins/Sinks	N/A	
Number of Toilets	N/A	
Number of Urinals	N/A	
Number of Showers	N/A	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	N/A	Interior Partition Glass/Doors	N/A

Describe Cleaning Special Cleaning or Operational Requirements
Contractor is only responsible for the trash bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 5**
Department/Facility	Antelope Valley Senior Center
Address	777 Jackman Street, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	8:00 AM – 5:00 PM
Night (M-F)	1	2.0	10:00 PM – 12:00 AM

Facility Specifications		
Gross Square Footage	9,424	
Staff in Building	30	
Approximate Number of Persons Entering/Exiting Building Per Month	17,091	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	66	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	6	
Number of Toilets	8	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 6	
Department/Facility	Santa Clarita Valley Senior Center
Address	24271 San Fernando Road, Santa Clarita

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	1.0	11:00 AM – 12:00 PM
Night (M-F)	2	3.0	10:00 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	5,700	
Staff in Building	12	
Approximate Number of Persons Entering/Exiting Building Per Month	704	
Number of Floors	2	
Number of Stairwells	10	
Number of Elevators	1	
Approximate Number of Light Fixtures	51	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Occupant				

Window Cleaning			
Number of Windows/Exterior Glass	10	Interior Partition Glass/Doors	2

Describe Cleaning Special Cleaning or Operational Requirements
The Senior Center will maintain their own trash

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 7	
Department/Facility	Crime Lab
Address	1010 West Avenue J, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	1.0	2:00 PM – 3:00 PM
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	19,896	
Staff in Building	10	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	36	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	4	
Number of Toilets	7	
Number of Urinals	3	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	12	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 8**
Department/Facility	Antelope Valley Courts
Address	1040 West Avenue J, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	6.0	8:00 AM – 2:00 PM
Night (M-F)	1	8.0	5:00 PM to 1:30 AM

Facility Specifications		
Gross Square Footage	46,244	
Staff in Building	110	
Approximate Number of Persons Entering/Exiting Building Per Month	1,700	
Number of Floors	2	
Number of Stairwells	4	
Number of Elevators	1	
Approximate Number of Light Fixtures	366	
Number of Parking Lots	2	
Number of Detention/Holding Cells	9	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	18	
Number of Single Fold Paper Towel Dispensers	36	
Number of Soap Dispensers (Type: Liquid or Dry)	36	Liquid
Number of Sanitary Napkin Dispensers	18	
Number of Tampon Dispensers	18	
Number of Basins/Sinks	36	
Number of Toilets	28	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	150	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Contractor is responsible for the trash bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 9	
Department/Facility	Superior Court – San Fernando
Address	900 Third Street, San Fernando

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	7:00 AM – 3:30 PM
Night (M-F)	4	8.0	4:30 PM – 1:00 AM

Facility Specifications		
Gross Square Footage	202,209	
Staff in Building	408	
Approximate Number of Persons Entering/Exiting Building Per Month	147,000	
Number of Floors	5	
Number of Stairwells	6	
Number of Elevators	5	
Approximate Number of Light Fixtures	3,381	
Number of Parking Lots	4	
Number of Detention/Holding Cells	29	
Number of Kitchen Areas	8	
Number of Kitchenettes	6	
Number of Sinks	5	
Number of Single Fold Paper Towel Dispensers	130	
Number of Soap Dispensers (Type: Liquid or Dry)	91	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	69	
Number of Single Fold Paper Towel Dispensers	49	
Number of Soap Dispensers (Type: Liquid or Dry)	91	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	19	
Number of Basins/Sinks	118	
Number of Toilets	122	
Number of Urinals	1416	
Number of Showers	4	

Rubbish/Trash Removal					
Number of Rubbish Bins	6	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	398	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 10	
Department/Facility	DPSS
Address	27233 Camp Plenty Road, Canyon Country

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	2	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	9,205	
Staff in Building	33	
Approximate Number of Persons Entering/Exiting Building Per Month	2,200	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	61	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	8	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	8	
Number of Toilets	15	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 11	
Department/Facility	DPSS/Mental Health
Address	349 Avenue K-6, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	6.0	8:00 AM – 2:00 PM
Night (M-F)	1	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	51,531	
Staff in Building	30	
Approximate Number of Persons Entering/Exiting Building Per Month	800	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	106	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	2	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	13	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	6	
Number of Tampon Dispensers	6	
Number of Basins/Sinks	27	
Number of Toilets	37	
Number of Urinals	11	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	30	Interior Partition Glass/Doors	6

Describe Cleaning Special Cleaning or Operational Requirements
The Contractor is responsible for the trash bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 12	
Department/Facility	DPSS/Gains Office
Address	1050 East Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	18, 795	
Staff in Building	35	
Approximate Number of Persons Entering/Exiting Building Per Month	350	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	142	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	6	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	6	
Number of Toilets	10	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Owner				

Window Cleaning			
Number of Windows/Exterior Glass	27	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The Owner of the Building is responsible for the trash bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 13**
Department/Facility	DPSS
Address	14545 Lanark, Panorama City

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	8.0	9:00 AM – 5:30 PM
Night (M-F)	1	8.0	4:00 PM – 12:30 AM
Night (M-F)	1	4.0	4:00 PM – 8:00 PM

Facility Specifications		
Gross Square Footage	93,360	
Staff in Building	425	
Approximate Number of Persons Entering/Exiting Building Per Month	18,000	
Number of Floors	2	
Number of Stairwells	2	
Number of Elevators	2	
Approximate Number of Light Fixtures	300	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	10	
Number of Single Fold Paper Towel Dispensers	9	
Number of Soap Dispensers (Type: Liquid or Dry)	17	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	20	
Number of Toilets	26	
Number of Urinals	4	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	2	Trash Compactor (Y/N)	0
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	15	Interior Partition Glass/Doors	50

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 14	
Department/Facility	Fire Prevention, Sylmar
Address	14425 Olive View Drive, Sylmar

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	2.0	10:00 PM to 12:00 AM

Facility Specifications		
Gross Square Footage	3,231	
Staff in Building	30	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	20	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	0	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Fire Department				

Window Cleaning			
Number of Windows/Exterior Glass	150	Interior Partition Glass/Doors	1

Describe Cleaning Special Cleaning or Operational Requirements
The Fire Department is responsible for the trash bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

IN-HOUSE

Region 6	**No. 15**
Department/Facility	Fleet Training Center
Address	42110 6th Street West, Lancaster

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	4.0	5:00 PM – 9:00 PM

Facility Specifications		
Gross Square Footage	10,500	
Staff in Building	12	
Approximate Number of Persons Entering/Exiting Building Per Month	50	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	70	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	7	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	7	
Number of Toilets	8	
Number of Urinals	2	
Number of Showers	4	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	10	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements
Fleet Training Center will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 16	
Department/Facility	Castaic Station
Address	33112 Castaic Lake Road

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	2.0	2:30 PM – 4:30 PM

Facility Specifications		
Gross Square Footage	2133	
Staff in Building	26	
Approximate Number of Persons Entering/Exiting Building Per Month	26	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	15	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	2	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	6	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 17	
Department/Facility	PROBATION CAMP
Address	45000 60 th Street West, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (Wed)	1	2.0	1:00 PM – 3:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	4,076	
Staff in Building	7	
Approximate Number of Persons Entering/Exiting Building Per Month	10	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	35	
Number of Parking Lots	1 (9680 ft.)	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Probation Department				

Window Cleaning			
Number of Windows/Exterior Glass	42	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
WEDNESDAYS 1:00 TO 3:00 PM Paper products and cleaning products will be supplied by Probation (Per Fran) Probation Department is responsible for maintaining rubbish

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 18	
Department/Facility	Vincent Grade/Acton Metrolink Station
Address	730 W. Sierra Highway, Acton

Hours of Operation	**Days of Operation**
9:30 AM – 11:30 AM	Tuesday and Thursday

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (T&T)	1	2.0	9:30 AM – 11:30 AM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	15,500	
Staff in Building	3	
Approximate Number of Persons Entering/Exiting Building Per Month	150	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	4	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	1	
Number of Toilets	1	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	7	Interior Partition Glass/Doors	1

Describe Cleaning Special Cleaning or Operational Requirements
Metrolink is responsible for trash pick-up Building is 15,500 sq ft. Restroom is all that is cleaned under this contract

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 19	
Department/Facility	Water Works Headquarters
Address	260 East Avenue K-8, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	6.0	5:00 PM – 11:00 PM

Facility Specifications		
Gross Square Footage	10,241	
Staff in Building	20	
Approximate Number of Persons Entering/Exiting Building Per Month	200	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	160	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	8	Liquid
Number of Sanitary Napkin Dispensers	2	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	9	
Number of Toilets	10	
Number of Urinals	2	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	36	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
Water Works will maintain their own trash.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 20	
Department/Facility	PUBLIC WORKS SEWER MAINTENANCE
Address	45712 DIVISION, LANCASTER

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (Friday)	1	1.0	1:00 PM TO 2:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	1,357	
Staff in Building	10	
Approximate Number of Persons Entering/Exiting Building Per Month	20	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	20	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	3	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	3	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	3	
Number of Toilets	3	
Number of Urinals	1	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Sewer Maintenance				

Window Cleaning			
Number of Windows/Exterior Glass	11	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
FRIDAY ONLY 1:00 PM – 2:00 pm Crew room and Office

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 21	
Department/Facility	MD 5 Administration Office Building
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	2.0	5:30 PM – 7:30 PM

Facility Specifications		
Gross Square Footage	5,355	
Staff in Building	23	
Approximate Number of Persons Entering/Exiting Building Per Month	450	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	155	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	3	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	4	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	60	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	36	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 22**
Department/Facility	Construction Inspection Office
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M)	1	.5	3:30 PM – 6:00 PM

Facility Specifications	
Gross Square Footage	1,337
Staff in Building	5
Approximate Number of Persons Entering/Exiting Building Per Month	140
Number of Floors	1
Number of Stairwells	0
Number of Elevators	0
Approximate Number of Light Fixtures	12
Number of Parking Lots	0
Number of Detention/Holding Cells	0
Number of Kitchen Areas	0
Number of Kitchenettes	0
Number of Sinks	1
Number of Single Fold Paper Towel Dispensers	0
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	1
Number of Single Fold Paper Towel Dispensers	1
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Sanitary Napkin Dispensers	0
Number of Tampon Dispensers	0
Number of Basins/Sinks	1
Number of Toilets	1
Number of Urinals	0
Number of Showers	1

Rubbish/Trash Removal					
Number of Rubbish Bins	8	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 23	
Department/Facility	Road Maintenance – 577 Division Office Building
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night M-F)	1	.5	3:30 PM – 6:00 PM

Facility Specifications		
Gross Square Footage	1,232	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	24	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	3	
Number of Urinals	1	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	10	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	13	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 24	
Department/Facility	Material Engineering Building
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M)	1	0.5	3:30 PM – 6:00 PM

Facility Specifications	
Gross Square Footage	1,400
Staff in Building	35
Approximate Number of Persons Entering/Exiting Building Per Month	60
Number of Floors	1
Number of Stairwells	0
Number of Elevators	0
Approximate Number of Light Fixtures	16
Number of Parking Lots	0
Number of Detention/Holding Cells	0
Number of Kitchen Areas	0
Number of Kitchenettes	0
Number of Sinks	3
Number of Single Fold Paper Towel Dispensers	2
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Restrooms (Including Jury rooms/Judges' chambers)	1
Number of Single Fold Paper Towel Dispensers	1
Number of Soap Dispensers (Type: Liquid or Dry)	0
Number of Sanitary Napkin Dispensers	0
Number of Tampon Dispensers	0
Number of Basins/Sinks	1
Number of Toilets	1
Number of Urinals	0
Number of Showers	0

Rubbish/Trash Removal					
Number of Rubbish Bins	7	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	8	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 25**
Department/Facility	Fleet Management Office
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	0.5	3:30 PM – 6:00 PM

Facility Specifications		
Gross Square Footage	1,250	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	600	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	24	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	9	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	4	
Number of Toilets	5	
Number of Urinals	3	
Number of Showers	3	

Rubbish/Trash Removal					
Number of Rubbish Bins	12	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	6	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own rubbish.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 26**
Department/Facility	Technical Services Office
Address	38126 North Sierra Highway, Palmdale

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M)	1	.5	3:30 PM – 6:00 PM

Facility Specifications		
Gross Square Footage	800	
Staff in Building	5	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	13	
Number of Parking Lots	0	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	1	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	3	
Number of Toilets	1	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	8	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Customer				

Window Cleaning			
Number of Windows/Exterior Glass	10	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
The customer will maintain their own trash.

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 27	
Department/Facility	RADIO COUNTY BUILDING
Address	4555 W. AVE. G. LANCASTER

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (T & T)	1	1.0	11:00 AM – 12:00 PM
Night (M-F)			

Facility Specifications		
Gross Square Footage	2,340	
Staff in Building	7	
Approximate Number of Persons Entering/Exiting Building Per Month	40	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	18	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	1	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	2	Pickups Per Week	1	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	ISD				

Window Cleaning			
Number of Windows/Exterior Glass	18	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements
TUESDAY AND THURSDAY 11:00 AM – 12:00 PM ISD is responsible for maintaining rubbish

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 28**
Department/Facility	Municipal Court/Probation
Address	23747 West Valencia Boulevard, Valencia

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	7.5	8:00 AM – 5:00 PM
Night (M-F)	2	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	32,950	
Staff in Building	70	
Approximate Number of Persons Entering/Exiting Building Per Month	17,091	
Number of Floors	1	
Number of Stairwells	1	
Number of Elevators	0	
Approximate Number of Light Fixtures	100	
Number of Parking Lots	2	
Number of Detention/Holding Cells	2	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	1	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	18	
Number of Single Fold Paper Towel Dispensers	22	
Number of Soap Dispensers (Type: Liquid or Dry)	16	Liquid
Number of Sanitary Napkin Dispensers	5	
Number of Tampon Dispensers	5	
Number of Basins/Sinks	20	
Number of Toilets	22	
Number of Urinals	5	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	20	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 29	
Department/Facility	Public Works
Address	23757 West Valencia Boulevard, Valencia

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	7	7.5	8:00 AM – 5:00 PM
Night (M-F)	2	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	22,767	
Staff in Building	16	
Approximate Number of Persons Entering/Exiting Building Per Month	2,200	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	35	
Number of Parking Lots	2	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	1	
Number of Sinks	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	6	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	5	
Number of Toilets	7	
Number of Urinals	3	
Number of Showers	1	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	12	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6 No. 31	
Department/Facility	Valencia Superior Court
Address	23759 West Valencia Boulevard, Valencia

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	7.5	8:00 AM – 5:00 PM
Night (M-F)	2	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	32,950	
Staff in Building	3	
Approximate Number of Persons Entering/Exiting Building Per Month	960	
Number of Floors	1	
Number of Stairwells	1	
Number of Elevators	0	
Approximate Number of Light Fixtures	30	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	0	
Number of Kitchenettes	0	
Number of Sinks	0	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	5	
Number of Single Fold Paper Towel Dispensers	7	
Number of Soap Dispensers (Type: Liquid or Dry)	5	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	1	
Number of Basins/Sinks	5	
Number of Toilets	5	
Number of Urinals	3	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Contractor				

Window Cleaning			
Number of Windows/Exterior Glass	0	Interior Partition Glass/Doors	0

Describe Cleaning Special Cleaning or Operational Requirements

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

Region 6	**No. 32**
Department/Facility	Sheriff Scientific Bureau
Address	45021 North Sierra Highway, Lancaster

Hours of Operation	**Days of Operation**
7:00 AM – 4:30 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	1	4.0	7:00 AM – 11:00 AM
Night (M-F)	0		

Facility Specifications		
Gross Square Footage	5,350	
Staff in Building	9	
Approximate Number of Persons Entering/Exiting Building Per Month	100	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	45	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	1	
Number of Kitchenettes	0	
Number of Sinks	1	
Number of Single Fold Paper Towel Dispensers	0	
Number of Soap Dispensers (Type: Liquid or Dry)	0	
Number of Restrooms (Including Jury rooms/Judges' chambers)	2	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	2	Liquid
Number of Sanitary Napkin Dispensers	1	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	2	
Number of Toilets	2	
Number of Urinals	0	
Number of Showers	2	

Rubbish/Trash Removal					
Number of Rubbish Bins	3	Pickups Per Week	5	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	Sheriff				

Window Cleaning			
Number of Windows/Exterior Glass	15	Interior Partition Glass/Doors	3

Describe Cleaning Special Cleaning or Operational Requirements
Sheriff Scientific Lab uses the Sheriff's rubbish bins

INTERNAL SERVICES DEPARTMENT
STAFFING AND FACILITY SPECIFICATION SHEET

IN-HOUSE

Region 6	**No. 33**
Department/Facility	Tax Assessor/Adoption
Address	251 East Avenue K-6, Lancaster

Hours of Operation	**Days of Operation**
8:00 AM – 5:00 PM	Monday – Friday (M-F)

Current Staffing	**Custodians**		
	No.	**Hours**	**Shift**
Day (M-F)	0		
Night (M-F)	1	8.0	5:00 PM – 1:30 AM

Facility Specifications		
Gross Square Footage	15,338	
Staff in Building	75	
Approximate Number of Persons Entering/Exiting Building Per Month	500	
Number of Floors	1	
Number of Stairwells	0	
Number of Elevators	0	
Approximate Number of Light Fixtures	193	
Number of Parking Lots	1	
Number of Detention/Holding Cells	0	
Number of Kitchen Areas	3	
Number of Kitchenettes	0	
Number of Sinks	3	
Number of Single Fold Paper Towel Dispensers	2	
Number of Soap Dispensers (Type: Liquid or Dry)	1	Liquid
Number of Restrooms (Including Jury rooms/Judges' chambers)	4	
Number of Single Fold Paper Towel Dispensers	4	
Number of Soap Dispensers (Type: Liquid or Dry)	4	Liquid
Number of Sanitary Napkin Dispensers	0	
Number of Tampon Dispensers	0	
Number of Basins/Sinks	8	
Number of Toilets	8	
Number of Urinals	0	
Number of Showers	0	

Rubbish/Trash Removal					
Number of Rubbish Bins	1	Pickups Per Week	3	Trash Compactor (Y/N)	N
Who is Responsible for Rubbish Pick Up	ISD				

Window Cleaning			
Number of Windows/Exterior Glass	193	Interior Partition Glass/Doors	10

Describe Cleaning Special Cleaning or Operational Requirements
ISD is responsible for maintaining rubbish

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Linda Estrada
Title: Facility Operations Division Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-3100
Facsimile: (323) 881-0132
E-Mail Address: Lestrada@isd.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Paula Hill
Title: Facility Contract Manager
Address: 1100 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 267-2090
Facsimile: (323) 881-0132
E-Mail Address: PaulaHill@isd.co.la.ca.us

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Linda Nolan
Title: Contract Compliance Section Manager
Address: 1100 N. Eastern Ave., Room G-102
Los Angeles, CA 90063
Telephone: (323) 267-2557
Facsimile: (323) 415-6877
E-Mail Address: lnolan@isd.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

COME LAND MAINTENANCE CO. INC.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name:	William J. Lee
Title:	General Manager
Address:	4917 W. Melrose Avenue
	Los Angeles, CA 90029
Telephone:	(323) 957-7715
Facsimile:	(323) 957-7709
E-Mail Address:	**Williamlee58@sbcglobal.net**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Grace Lee
Title:	President
Address:	4917 W. Melrose Avenue
	Los Angeles, CA 90029
Telephone:	(323) 957-7715
Facsimile:	(323) 957-7709
E-Mail Address:	N/A

Name:	William J. Lee
Title:	General Manager
Address:	4917 W. Melrose Avenue
	Los Angeles, CA 90029
Telephone:	(323) 957-7715
Facsimile:	(323) 957-7709
E-Mail Address:	**Williamlee58@sbcglobal.net**

Notices to Contractor shall be sent to the following address:

Address:	4917 W. Melrose Avenue
	Los Angeles, CA 90029
Telephone:	(323) 957-7715
Facsimile:	(323) 957-7709
E-Mail Address:	**Williamlee58@sbcglobal.net**

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.

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.

SAFELY SURRENDERED BABY LAW

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.

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of work performed under the above-referenced contract. Contractor understands and agrees that Contractor's staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this contract term, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay 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.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

LIVING WAGE ORDINANCE EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION

INSTRUCTIONS: CONTRACTOR COMPLETES THIS FORM TO REPORT REQUIRED PAYROLL AND/OR HEALTH BENEFIT PAYMENT DATA. PRINT OR TYPE ALL ENTRIES.

1) NAME OF (CHECK ONE) CONTRACTOR ☐ OR SUBCONTRACTOR ☐:

4) TYPE OF SERVICE:

7) CONTRACT NO.:

2) CONTRACTOR/SUBCONTRACTOR ADDRESS

STREET:

CITY: STATE: ZIP:

5) REPORTING PERIOD (MO/DA/YR):

BEGINNING: ENDING:

6) WORK LOCATION(S):

3) CONTACT PERSON:

NAME: PHONE NO.: ( )

PAGE 1 OF:

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
16) OTHER JOB																			
17) OVERTIME																			

HEALTH BENEFIT PAYMENT

28) EMPLOYER'S HEALTH PLAN ID NO.:

29) HEALTH PLAN NAME:

30) EMPLOYER PAID HEALTH BENEFIT HOURLY RATE:

31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
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15) OVERTIME																			
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25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE

8) SOCIAL SECURITY NO.:

9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME

10) EMPLOYEE NAME (LAST, FIRST):

11) HOME ADDRESS (STREET, CITY, ZIP):

12) POSITION TITLE:

PAYROLL

13) DATE	1/16	2/17	3/18	4/19	5/20	6/21	7/22	8/23	9/24	10/25	11/26	12/27	13/28	14/29	15/30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID
14) COUNTY																			
15) OVERTIME																			
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HEALTH BENEFIT PAYMENT

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31) GROSS AMOUNT PAID BY EMPLOYER:

ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →

21) FICA:

22) FEDERAL WITHHOLDING TAX:

23) STATE WITHHOLDING TAX:

24) EMPLOYEE PAID HEALTH:

25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):

26) TOTAL DEDUCTIONS:

27) NET WAGES:

32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PAYROLL AND HEALTH BENEFIT PAYMENT CERTIFICATION - CONTINUED

PAGE OF	REPORTING PERIOD (MO/DA/YR): BEGINNING: ENDING:	CONTRACT NO.:

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
8) SOCIAL SECURITY NO.:	9) CHECK ONE: ☐ FULL-TIME ☐ PART-TIME	13) DATE	1/ 16	2/ 17	3/ 18	4/ 19	5/ 20	6/ 21	7/ 22	8/ 23	9/ 24	10/ 25	11/ 26	12/ 27	13/ 28	14/ 29	15/ 30	31	18) TOTAL HOURS (PER LINE)	19) RATE OF PAY (PER LINE)	20) GROSS AMOUNT PAID	28) EMPLOYER'S HEALTH PLAN ID NO.:
10) EMPLOYEE NAME (LAST, FIRST):		14) COUNTY																				29) HEALTH PLAN NAME:
11) HOME ADDRESS (STREET, CITY, ZIP):		15) OVERTIME																				
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12) POSITION TITLE:		17) OVERTIME																				31) GROSS AMOUNT PAID BY EMPLOYER:
ENTER EMPLOYEE'S DEDUCTION AMOUNTS AND NET WAGES →	21) FICA:	22) FEDERAL WITHHOLDING TAX:	23) STATE WITHHOLDING TAX:	24) EMPLOYEE PAID HEALTH:	25) OTHER DEDUCTIONS (DESCRIBE TYPE OF DEDUCTIONS AND ENTER AMOUNTS):															26) TOTAL DEDUCTIONS:	27) NET WAGES:	32) AGGREGATE $ HEALTH BENEFITS PAID (24 + 31)

EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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EMPLOYEE PROFILE		PAYROLL																				HEALTH BENEFIT PAYMENT
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PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____ _____
Name of owner or company representative Title

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____
Company or subcontractor Name Service, Building, or Work Site
That during the payroll period commencing on the _____ day of _____ and
Calendar day of Month Month and Year
Ending the _____ day of _____ all persons employed on said work site have
Calendar day of Month Month and Year
been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
Company Name
From the full weekly wages earned by any person and no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948. 63 Stat. 108. 72 Stat 357.40 U.S.C. 276), and described below:

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

3. That:

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

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

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

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