

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

June 5, 2007

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 TWO CUSTODIAL SERVICES AGREEMENTS FOR
CUSTODIAL AREAS 1 AND 4
(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 Chairman to sign the attached Agreements with Grace Building Maintenance Co., Inc. to provide custodial services in the Public Library's Custodial Area 1, and with Diamond Contract Services, Inc. to provide custodial services in the Public Library's Custodial Area 4, each for a period of 42 months, with two 12-month renewal options and month-to-month extensions, not to exceed a total of six months. The annual cost for Custodial Area 1 is \$218,652, and for Custodial Area 4 is \$231,742. These Agreements shall each become effective upon your Board's approval or on June 21, 2007 for Area 1, and on August 1, 2007 for Area 4, whichever is later.
3. Authorize the contractors to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the Agreements.
4. Delegate authority to the County Librarian or her designee to approve and execute all modifications created by increases or decreases in the number of facilities or days of service at any of the County libraries over the terms of the Agreements.
5. Delegate authority to the County Librarian or her designee to approve and execute all renewal options, and month-to-month extensions not to exceed a total of six months pursuant to the terms of the Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is to recommend that the Board approve the award of two separate Agreements for custodial services to Grace Building Maintenance Co., Inc. (Grace), and Diamond Contract Services, Inc. (Diamond) as part of a continuing effort by the Department to provide the best possible service to the public at the lowest responsible cost. This recommendation is submitted based upon a finding that the provision of custodial services for the affected County facilities can be performed more economically by an independent contractor.

The recommended contract awards are needed to continue the provision of custodial services at 9 libraries located in the Public Library's Custodial Area 1, and 16 libraries located in the Public Library's Custodial Area 4 as detailed in Attachments A-1 and A-2 respectively. The current Agreement with Matrix Building Maintenance, Inc., dba MBM Professional Janitorial Services for Area 1 expires on June 20, 2007. The current Agreement with Pacific Sun Maintenance Co., Inc. for Area 4 expires on July 31, 2007.

Implementation of Strategic Plan Goals

Approval of the recommended awards is consistent with the County's Strategic Plan in the areas of service excellence, fiscal responsibility, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Grace's estimated annual cost for Custodial Area 1 is \$218,652, and Diamond's estimated annual cost for Custodial Area 4 is \$231,742. These represent a cost savings of \$100,635 (32%) for Area 1, and \$75,593 (25%) for Area 4 over the estimated County cost (including start-up costs) to perform similar services for the first year. The attached cost savings (Attachments B-1 and B-2 respectively) were calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed Agreements do not include any cost-of-living increases.

The cost for these Agreements will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of custodial services. All requirements of County Code Section 2.121.380 have been met

and there is no conflict of interest. On final analysis and consideration of an award, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

These Agreements are in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The recommended contractors have certified that they will comply with all terms, conditions, and requirements of the County's Living Wage Program. Grace will pay its full-time employees providing County services a living wage of \$11.84 per hour without health benefits. Diamond will pay its full-time employees \$9.64 per hour with qualifying health benefits of \$2.20. In addition, the recommended contractors agree to consider qualified GAIN/GROW participants for employment openings; and agree to comply with the Jury Service Program and the Safely Surrendered Baby Law.

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

CONTRACTING PROCESS

On December 11, 2006, proposals were solicited from the Public Library's proposers list (Attachments C-1 and C-2 respectively), which includes contractors listed on the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database. Advertisements were placed in the *Los Angeles Times*, *The Sentinel*, and a number of bilingual community newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business website. The CBE information is summarized in Attachments D-1 and D-2 respectively.

The mandatory proposers conference was held on December 26, 2006 with 46 potential proposers in attendance. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Public Library received a total of 19 proposals for Custodial Areas 1 and 4. Six proposals were evaluated for Custodial Area 1, one withdrew and two were deemed non-responsive. Seven proposals were evaluated for Custodial Area 4, one withdrew and two were deemed non-responsive. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; Living Wage compliance; and cost. The Public Library also reviewed available resources to assess each of the recommended contractor's past performance, history of labor law violations, and prior experience with County contracts.

The Department determined, through the Request for Proposals process, that these services can be performed more economically by independent contractors and

The Honorable Board of Supervisors
June 5, 2007
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recommends awarding Agreements to Grace Building Maintenance Co., Inc. for Custodial Area 1 and to Diamond Contract Services, Inc. for Custodial Area 4. Each of the recommended contractors was ranked the highest overall, and was determined to have the most responsive and responsible proposal.

Grace will pay its employees a living wage of not less than \$11.84 per hour without health benefits. Diamond will pay its employees a living wage of not less than \$9.64 per hour and \$2.20 for health benefits. The recommended contractors will also provide employees with paid holidays. The Proposition A Contracting -- Employee Wages & Benefits forms summarizing and comparing each contractor's wages and benefits to those of the County are attached (Attachments E-1 and E-2 respectively).

IMPACT ON CURRENT SERVICES

Approval of the Agreements will assure the continuation of custodial services for County Public Library facilities.

CONCLUSION

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

Respectfully submitted,



Margaret Donnellan Todd
County Librarian

MDT:DF:RMG:TVF:cs

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Attachments

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

ATTACHMENTS

A-1

B-1

C-1

D-1

E-1

FOR

AREA 1

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Custodial Services – Area 1

First District

None

Second District

None

Third District

Agoura Hills

Malibu

Fourth District

None

Fifth District

Canyon Country

Lake Los Angeles

Lancaster

Littleton

Newhall

Quartz Hill

Valencia

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Custodial Services - Area 1

County Cost**Direct****Salaries**

Position	Monthly Salary (1)		No. of Positions (2)	Top Step Variance	No. of Months	Total
	7/1/07-12/29/07	1/1/08-7/1/08				
Custodian Supervisor	\$2,857.00	\$2,941.00	0.31	0.963212	12	10,269
Custodian Working Supervisor	\$2,541.82	\$2,617.45	0.87	0.963212	12	25,992
Custodians	\$2,332.82	\$2,403.00	5.46	0.963212	12	149,306
Floor Care Specialist	\$2,585.73	\$2,662.00	0.44	0.963212	12	13,219
			7.07			
Sub-Total Salaries						198,786
Employee Benefits	33.99%					67,567
						\$ 266,353

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (7) (cleaning Supplies & paper goods)	400.00	12	4,800
Uniform (3)	50.34	12	604
Mileage (4)			45,570
Total Services & Supplies			\$ 50,974

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (5)	120	12	1,440
Equipment - One-Time Start Up (6)			520
Total Equipment			\$ 1,960
Fixed Asset - One-Time			

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 319,287
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Contracting Costs

Direct
Contract Cost \$ 218,652

Indirect Cost
Contract Monitoring 0

Total Contract Costs	\$ 218,652
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Estimated Savings from Contracting	\$ 100,635
(Avoidable Costs Less Contract Costs)	32%

CUSTODIAL SERVICES-AREA 1
COUNTY VS. CONTRACTOR COSTS
Contractor - Grace Building Maintenance Co., Inc.
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Custodian Supervisor	0.31	0.26	0.05
Working Supervisor	0.87	0.74	0.13
Custodian	5.46	4.60	0.86
Floor Care Technician	0.44	0.37	0.07
TOTAL STAFFING	7.07	5.97	1.10
S & EB			
Salaries	\$198,786	\$151,416	\$47,370
Employee Benefits	67,567	38,580	28,987
TOTAL S & EB	\$266,353	\$189,996	\$76,357
SERVICES AND SUPPLIES			
Supplies & Material	\$4,800	\$4,800	\$0
Uniforms	604	2,400	(1,796)
Services	0	0	0
Telephone/Utilities	0	0	0
Mileage	45,570	0	45,570
TOTAL SERVICES AND SUPPLIES	\$50,974	\$7,200	\$43,774
EQUIPMENT			
Equipment - ongoing	\$1,440	\$1,440	\$0
Equipment - one time startup	520	0	520
TOTAL EQUIPMENT	\$1,960	\$1,440	\$520
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$52,934	\$8,640	\$44,294
General Liability/Auto Insurance	0	600	(600)
General Accounting/Bookkeeping	0	3,000	(3,000)
CONTRACT MONITORING	0	0	0
OVERHEAD & PROFIT	0	16,416	(16,416)
TOTAL COUNTY VS. CONTRACT COSTS	319,287	218,652	100,635

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 1
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
Grace Building Maintenance Co., Inc.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	0.26	\$13.75		8,564
Working Supervisor	0.74	13.75		19,982
Custodians	4.60	11.84		98,319
Floor Care Technician	0.37	11.84		24,552
	Total Salaries:			\$ 151,416
Employee Benefits	12.00	3,215.00	(3)	\$ 38,580
Total Salaries and Employee Benefits				\$ 189,996
Equipment	# of Months	Cost/Month	Total	
Vehicle	12			0
Office equipment	12	120		1,440
		Total Equipment		1,440
Services and Supplies				
Supplies	12	400		4,800
Uniform	12	200		2,400
Telephone/Utilities	12	0		0
		Total S & S		7,200
Total Equipment/Services and Supplies				\$ 8,640
General Liability/Auto Insurance	12	50		\$ 600
General Accounting/Bookkeeping	12	250		\$ 3,000
Overhead/Profit	12	1,368	(4)	\$ 16,416
CONTRACTING COSTS				\$ 218,652

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual productive working hours of 2088. (Supervisor - 540 Proposed Annual hrs/2,088=0.26, Working Supervisor- 1,536 Proposed Annual hrs/2,088= 0.74, Custodian - 9,612 Proposed Annual hrs/2,088=4.60, and Floor Care Technician - 768 Proposed Annual hrs/2088=0.37).

(2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.

(3) Employee benefits equals vacation and holiday, Payroll Taxes, and Workers' Compensation. The living wage ordinance states contractor rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits. The contractor will pay \$11.84 per hour without health benefits.

(4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

**County of Los Angeles Public Library
Custodial Services - Area 1
Mileage Computation for Supervisors
One Way Only**

Number of Supervisors (1)	Sq. Ft.	Library location	Mileage (one way) (3)
0.31	3,245	Lake Los Angeles	0.00
	3,680	Littlerock	15.85
	48,721	Lancaster	18.49
	3,530	Quartz Hill	8.20
	12,864	Canyon Country	31.28
	72,040		73.82
*Total mileage cost for 0.31 Superviosr:			\$1,606.47 (2)
	23,966	Valencia	6.07
	4,842	Newhall	3.11
	17,722	Agoura Hills	36.42
	16,530	Malibu	14.07
	63,060		59.67
*Total mileage cost for 0.31 Superviosr:			\$1,298.54 (2)
Grand Total (0.31 Supervisor):			\$2,905.01

Notes:

(1) Full-time equivalent calculated by adding the number of hours the position will spend at each library divided by the County's annual productive working hours of 1,762. (Supervisor - 540 Proposed Annual hrs/1,762 = 0.31).

(2) Formula: Mileage one way x 3 days x 52 weeks x .45 x # Supervisors
The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

**County of Los Angeles Public Library
Custodial Services - Area 1
Mileage Computation for Working Supervisors
One Way Only**

Number of Working Supervisors (1)	Sq. Ft.	Library location	Mileage (one way) (3)
0.87	3,245	Lake Los Angeles	0.00
	3,680	Littlerock	15.85
	48,721	Lancaster	18.49
	3,530	Quartz Hill	8.20
	12,864	Canyon Country	31.28
	72,040		73.82
*Total mileage cost for 0.87 Working Supervisors:			<u><u>\$4,508.48</u></u> (2)
	23,966	Valencia	6.07
	4,842	Newhall	3.11
	17,722	Agoura Hills	36.42
	16,530	Malibu	14.07
	63,060		59.67
*Total mileage cost for 0.87 Working Supervisors:			<u><u>\$3,644.29</u></u> (2)
Grand Total (0.87 Working Supervisor):			<u><u>\$8,152.77</u></u>

Notes:

- (1) Full-time equivalent calculated by adding the number of hours the position will spend at each library divided by the County's annual productive working hours of 1,762. (Working Supervisor - 1,536 Proposed Annual hrs/1,762 = 0.87).
- (2) Formula: Mileage one way x 3 days x 52 weeks x .45 x # Working Supervisors
The number of days of service are estimated from the County's prior staffing plan before contracting out services
- (3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

**County of Los Angeles Public Library
Custodial Services - Area 1
Mileage Computation for Custodians
One Way Only**

Number of Custodians (1)	Sq. Ft.	Library location	Mileage (one way) (3)
2.46	3,245	Lake Los Angeles	0.00
	3,680	Littlerock	15.85
	48,721	Lancaster	18.49
	55,646		34.34
*Total mileage cost for 2.46 Custodians:			\$ 11,860.49 (2)
2	3,530	Quartz Hill	0.00
	12,864	Canyon Country	31.28
	23,966	Valencia	6.07
	40,360		37.35
*Total mileage cost for 2 Custodians:			\$ 10,487.88 (2)
1	4,842	Newhall	0.00
	17,722	Agoura Hills	36.42
	16,530	Malibu	14.07
	39,094		50.49
*Total mileage cost for 1 Custodians:			\$ 7,088.80 (2)
Grand Total (5.46 Custodians):			\$ 29,437.17

Notes:

(1) Full-time equivalent calculated by adding the number of hours the position will spend at each library divided by the County's annual productive working hours of 1,762. (Custodian - 9,612 Proposed Annual hrs/1,762 = 5.46).

(2) Formula: Mileage one way x 6 days x 52 weeks x .45 x # custodians
The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

County of Los Angeles Public Library
County's Estimated Avoidable Costs
Custodial Services- Area 1
Notes to the Contract Analysis

- (1) Salaries are based upon board approved 2006/07 salary ordinance rates and include the cost-of-living adjustments scheduled to be received beginning July 1, 2007 and January 1, 2008.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 1. Based on the contractor's annual working hours of 2088 vs. the County's annual working hours of 1762. (Information provided by Contract Section)
- (3) Cost of uniforms was based on agreement vendor quote within last 6 months (Information provided by Contract Section)

Shirt + Trousers = Total Cost (Including Taxes)

$\$14.34 + \$28.41 = 42.75 \times 2 \text{ uniforms per employee} \times 7.07 \text{ employees} = \$ 604.49$

- (4) Custodian Supervisor does walk-through check 3 times a week; total distance for Area 1 is 133.49 miles. Rate of 45 cents per mile given by A/C effective on July 1, 2006. (Information provided by Contract Section)

(Total mileage per day) $133.49 \times 3 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 0.31 = \$2,905.01$

Custodian Working Supervisor does walk-through check 3 times a week; total distance for Area 1 is 133.49 miles. Rate of 45 cents per mile given by A/C effective on July 1, 2006. (Information provided by Contract Section)

(Total mileage per day) $133.49 \times 3 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 0.87 = \$8,152.77$

Custodians

Based on total mileage of 122.18 for Area 1.

Service for 9 libraries are separated into three clusters totaling 122.18 miles.

$34.34 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 2.46 = \$11,860.49 \text{ Annually}$
 $37.35 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 2 = \$10,487.88 \text{ Annually}$
 $50.49 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 0.37 = \$7,088.80 \text{ Annually}$

Floor Care Specialist

Based on total mileage of 133.49 for Area 1.

133.49 miles X 16 days per mo. X 12 months X \$0.45 X 0.44 = \$5,074.76 Annually

<u>Annual Mileage Cost</u>								
Custodian Supervisor	+	Custodian Working Supervisor	+	Custodian	+	Floor Care Specialist	=	Total
\$ 2,905.01	+	\$8,152.77	+	\$29,437.17	+	\$5,074.76	=	\$45,569.71

- (5) The monthly ongoing equipment cost of \$120.00 per vendor's quotes. (Information provided by Contract Section)
- (6) Equipment Start Up Costs include items required for 9 libraries. Cost based on agreement vendor's quotes (within the last two weeks) and includes the shipping charge & 8.25% sales tax. (Information provided by Contract Section)

Mop, and buckets with wringer	\$ 58.94
Utility cart	\$ 130.52
Carpet vacuum cleaner	\$ 169.00
Wet and dry vacuum	\$ 345.38
High speed floor	\$ 875.00
Shampoo machine	<u>\$ 1,020.00</u>
Sub-total	\$ 2,598.84
Libraries	9
Total	<u>\$23,389.56</u>
Annual cost spread over five-year life	\$ 4,677.91

- (7) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the County's calculation. (Information provided by Contract Section)

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Attachment C-1

Company Name	Type of Service	Address	Phone #	Fax#	Email address
3 R Filter Inc	Custodial	2163 Somerset Rd. Bloomfield Hills, MI 48302	(810) 232-2798		
A.Q. Management & Control Inc.	Custodial	3921 Wilshire Blvd., Suite 600 Los Angeles, CA 90010	(818) 780-0344 Ext: 107		
Accent Service Company Inc.	Custodial	P.O. Box 9495 Newport Beach, CA 92663	(714) 231-9645		
Ace Janitorial Service	Custodial	2100 S. Santa Fe Ave. Compton, CA 90221	(949) 394-1021		
Act-1 Building Services Inc.	Custodial	13455 Ventura Blvd., Suite 234 Sherman Oaks, CA 91423	(818) 784-2575 Ext: 24		
Advance Maintenance Concepts	Custodial	9829 Carmenta Rd., Suite G Whittier, CA 90605	(562) 698-4009		
Advantage Cleaning Solutions	Custodial	4101 Paramount Blvd., # 32 Pico Rivera, CA 90660	(714) 936-9397		
Affordable Janitorial	Custodial	14136 Pacoima Court Victorville, CA 92392	(760) 241-5579	(760) 241-8265	
AJ &LS Inc. DBA Jani King	Custodial	416 E Kildare St. Lancaster, CA 93535	(310) 916-1804		
All Care Industries Inc.	Custodial	16747 1/2 S. Parkside Ave. Cerritos, CA 90703	(562) 623-4009		
All Dry Carpet Care special touch cleaning Service	Custodial	P.O. Box 8144 Northridge, CA 91327	(818) 894-8433		
All Services Cleaning	Custodial	41024 16 th St. W. Palmdale, CA 93551	(661) 273-6692		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Alliance Distributing	Custodial	P.O. Box 799 Monrovia, CA 91016	(626) 688-7996		
Alpha Printing & Graphics Inc.	Custodial	15763 Ornelas St. Irwindale, CA 91706	(626) 851-9800 Ext: 102		
American Building Janitorial	Custodial	5199 E. Pacific Coast Hwy., Suite 206 Long Beach, CA 90804	(562) 986-4474 Ext: 305		
American Tek Solar Sales	Custodial	17360 Colima Rd. Rowland, Heights, CA 91748	(866) 734-0193		
Americlean California	Custodial	7021 Rosecrans Ave. Paramount, CA 90723	(562) 254-1783		
ASAP Clean Source marketing 11	Custodial	7801 Alabama Ave # 10 Canoga Park, CA 91304	(818) 428-7553		
Ascot Environmental Maint. Svc	Custodial	4235 Edgemoor Dr. Los Angeles, CA 90008	(323) 295 9867		
Asian Rehabilitation Services	Custodial	1701 E. Washington Blvd. Los Angeles, CA 90021	(213) 743-9242 Ext: 251		
Astro Cleaning Solutions	Custodial	16404 E. Cadwell St. Valida, CA 91744	(626) 705-8005		
Aztec Facility Management	Custodial	11000 S. Wilcrest, Suite 125 Houston, TX 77099	(972) 237-9402		
B&B Kings Construction & maint	Custodial	1800 S. Robertson Blvd. # 907 Los Angeles, CA 90035			
B&B Maintenance Services	Custodial	P.O. Box 4951 Redondo Beach, CA 90278			

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Banmay Inc.	Custodial	1008 West 156th St. Compton, CA 90220	(310) 886-7810		
Bas Associates Construction	Custodial	9814 Beachy Ave. Arleta, CA 91331	(818) 968-0334		
Bay Medical Co. Inc.	Custodial	375 Oyster Point Blvd. #6 South San Francisco, CA 94080	(650) 794-2088		
Bell Building Maintenance	Custodial	5170 Sepulveda Blvd. Suite 180 Sherman Oaks, CA 91403	(818) 385-0790 Ext 106	(818) 385-0730	
Best Maintenance Company	Custodial	P.O. Box 592 San Gabriel, CA 91778	(626) 573-2663		
Best Quality Maintenance Co.	Custodial	2500 Wilshire Blvd., Suite 420 Los Angeles, CA 90057	(213) 736-2250		
Bigol Services Inc.	Custodial	8707 Lindley Ave. #173 Northridge, CA 91325	(818) 567-9940		
Blue Sky Service Agency	Custodial	2225 S. Burnside Ave., Suite 3 Los Angeles, CA 90016	(323) 291-9526		
Bright Home Cleaning Service	Custodial	3999 South St. Andrews Place Los Angeles, 90062	(323) 291-9521		
Briteworks Inc.	Custodial	642 S. Sunset Ave. West Covina, CA 90057			
Busy Bee Cleaning Service	Custodial	3734 W. 113 th St., #2 Inglewood, CA 90303	(888) 590-1948		
C&M Building Services	Custodial	5724 W 3 rd St., Suite 501 Los Angeles, CA 90036	(213) 387-3947		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
California Conservation Corps.	Custodial	11401 Bloomfield Ave. Box 9 Norwalk, CA 90650	(213) 744-2254		
Cam Services	Custodial	5664 Selmaraine Dr Culver City, 90230	(310) 390-3552 Ext: 31		
Cari	Custodial	1029 J St., Suite380 Sacramento, CA 95814	(916) 441-5844 Ext: 105		
Carnalaz Cleaning Services	Custodial	P.O. Box 31373 Los Angeles, CA 90031	(626) 755-8896		
Catalina Cleaning service	Custodial	P.O. Box 2138, 210 A metropole, Avalon, CA 90204	(310) 510-0301		
Central Maintenance Inc.	Custodial	1015 N. Lake Ave., Suite 112 Pasadena, CA 91104			
Christian V 747	Custodial	2028 Phalarope 854 23 Rd Costa Mesa, CA 90403	(213) 828-1140		
Classen Enterprises DBA Service Master Commercial	Custodial	1435 Callens Rd. Ventura, CA93003	(805) 642-3432		
Clean Sweep Maintenance	Custodial	20941 Menlo Ave. Torrance CA, 90502	(310) 212-3448		
Cleaning Things	Custodial	10929 Firestone Blvd., Suite 157 Norwalk, CA 90650	(562) 824-0440		
Coastal Construction & Building Maintenance Services	Custodial	1100 W. 132 nd St. Compton, CA 90220	(310) 631-7116		
Come Land Maintenance	Custodial	4917 W. Melrose Ave. Los Angeles, CA 90029	(323) 957-7715		

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Compuclean Computer Cleaning	Custodial	39300 Medina Ct Murrieta, CA 92562	(909)698-1833		
Confelt Holdings	Custodial	1191 W. Calle Del Sol, #2 Azusa, CA 91702	(760)470-2870		
Corporate Building Svcs Inc.	Custodial	3325 Wilshire Blvd., Suite 1240 Los Angeles, CA 90010	(213) 252-0999		
Corporate Real Estate Solutions Inc.	Custodial	21250 Califa St., Suite 109 Woodland Hills, CA 91367	(818) 884-1023		
Cover All Cleaning Concepts	Custodial	770 The City Drive South Suite7000 Orange, CA 92868	(800) 839-7036 Ext 269		
Customer Service Inc.	Custodial	550 Continental Blvd., Suite 190 El Segundo, CA 92562	(310) 364-1199 Ext:143		
Danichris Trading Company	Custodial	2839 Deerford St. Lakewood, CA 90712	(562)480-2443		
Delta Building Services Inc.	Custodial	14659 Titus St., Suite C Panorama City, CA 91402	(818) 779-1500	(818) 779-1155	
Delta Window Cleaning Co Inc.	Custodial	2062 A Walsh Ave. Santa Clara, CA 95050			
Diamond Contract Services Inc.	Custodial	2819 Burton Ave. Burbano, CA 91504	(818) 565-3554		
Direct building Services	Custodial	15949 Kaplan Ave. City of Industry, CA 91744	(626) 369-8022		
Diversified Maintenance Services Inc.	Custodial	145 Pasadena Ave. South Pasadena, CA 91030	(949) 975-1366		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Dj Enterprise	Custodial	1714 7th Ave Sacramento, CA 95818	(916) 410-2767		
E.C. Professional Services Inc.	Custodial	P.O. Box 268 Franktown, Colorado 80116	(303) 688-1979		
Eagle Building Maintenance	Custodial	630 Venice Way. Apt 205 Inglewood, CA 90302	(310) 612-8796		
Eagle Glen Clearing Services, LLC	Custodial	1240 East Ontario Ave, Suite 102-151 Corona, CA 92881			
East Building Maintenance	Custodial	22812 Satcoy St. West Hills, CA 91304	(818) 692-0506		
EBS Executive Building Services	Custodial	1572 N. Batavia Suite 1D Orange, CA 92867	(714) 921-0551		
Ellis Enterprises BMS	Custodial	3403 Cerritos Ave. Los Alamitos, CA 90720	(562) 493-5550 Ext: 16		
Empire Building & Environmental Services Inc.	Custodial	1215 N. Red Gum., Unit B Anaheim, CA 92806	(714) 632-2900		
Empire Maintenance Co., Inc	Custodial	624 South Palm Ave. Alhambra, CA 91803	(626) 289-8755		
Environmental Services Solutions	Custodial	8335 Winnetka Ave., Suite 104 Winnetka, CA 91306	(818) 772-7694		
EPS Engineering Services Inc	Custodial	12100 Wilshire Blvd., Suite 460 Los Angeles, CA 90010	(310)826-9733		
ESS Environmental Solutions	Custodial	8355 Winnetka Ave. Suite 104 Winnetka, CA 91306	(818) 772-7694		

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Excell Personnel	Custodial	8611 W. Crenshaw Blvd. Suite 211 Inglewood, CA 90305	(562) 537-5346		
Executive Group International	Custodial	3345 Wishire Blvd., Suite 515 Los Angeles, CA 90010	(912) 871-5277		
Executive-Suite Services Inc.	Custodial	19025 Pathenia St., Suite 200 Northridge, CA 91324	(818)993-6300		
Ez Cleaning Service	Custodial	18645 Hatteras St., #267 Tarzana, CA 91356	(818) 693-0308		
Falcon Industrial Distributors	Custodial	225 Winton Ave., Suite 117 Hayward, CA 94544	(818) 968-4756		
G.I. Cleaning Service	Custodial	4735 Oakwood Ave., Apt 7 Los Angeles, CA 90004	(323) 460-6491		
General Building Maintenance	Custodial	3255 Wilshire Blvd., Suite 1222 Los Angels, CA 90010	(213) 388-0554		
Global Mechanical	Custodial	1415 W. North St., Apt 203 Anaheim, CA 92810	(714) 469-1757		
Goodwill So. Calif-Valley	Custodial	14565 Lanark St Panorama City, CA 91402	(818) 782-2520 Ext: 202		
Grace Building Maintenance	Custodial	3580 Wilshire Blvd., Suite 1615 Los Angeles, CA 90010	(213) 286-2003		
Grace Under Fire Cleaning Serv	Custodial	2531 Sawtelle Blvd., #92 Los Angeles, CA 90064	(310) 672-4575		
Greenstar Building Maintenance	Custodial	P.O. Box 221 Harbor City, CA 90710	(310) 293-8770		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Guarantee Cleaning Services	Custodial	14731 Franklin Ave., Suite K Tustin, CA 92780	(714) 368-1832		
H&D Enterprise	Custodial	23279 Woodleaf Dr. Diamond Bar, CA 91765	(909) 809-9667		
Haynes Building Service Inc	Custodial	125 W. Maple Ave. Monrovia, CA 91016	(626) 359-6100		
Holiday Paper Products	Custodial	8121 Pivot St. P.O. Box 981 Downey, CA 90241	(562)923-0334		
I Shop Solutions	Custodial	811 Catalina Ave., Suite 2002 Redondo Beach, CA 90277	(310) 200-9517		
Integrated Support Solutions Inc	Custodial	14558 Sylvan St Van Nuys, CA 91411	(818) 787-2116 Ext 101		
International Data Supply Corp	Custodial	1711 Langley St. Irvine, CA 92614	(949) 724-9090 Ext 109		
J & J Building and Maintenance Serv	Custodial	141 N. Ventura Ave., Suite I Ventura, CA 93001	(805) 217-8042		
J and G Maintenance Service	Custodial	10242 San Carlos Ave. South Gate, CA 90280	(323) 563-0620		
J.A.M.E.S Janitorial Services	Custodial	13119 St. Andrews Pl Gardena, CA 90849	(310) 327-2619		
Jani Serv International	Custodial	P.O. Box 6991 Buena Park, CA 90621	(714) 670-1184		
Jani-King Commercial Cleaning Svcs.	Custodial	500 N. State College blvd., Suite 900 Orange, CA 92868	(714) 990-2221 Ext 151		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Jung & Kang	Custodial	7700 Orangethorpe Ave., Suite 17 Buena Park, CA 90621	(714) 521-9450		
Korean Maintenance Co	Custodial	548 S Spring St., Suite 314 Los Angeles, CA 90013	(213) 627-5363		
L.A. CHA Maintenance Co.	Custodial	18816 San Fernando Mission blvd. Northridge, CA 91326			
LA Cha Maintenance Co	Custodial	18816 San Fernando Mission Blvd. Northridge, CA 91326	(818) 366-8680		
Lee's Maintenance Service Inc	Custodial	14740 Keswick St. Van Nuys, CA 91406	(818) 988-6644		
LRR Production	Custodial	837 ½ W. Gage Ave. Los Angeles, CA 90044			
Maintech Corporation	Custodial	611 S. Catalina St., Suite 409 Los Angeles, CA 90005	(213) 365-6001	(213) 365-6030	
Maria Magans Housekeeping Services	Custodial	13210 Jersey Ave. Norwalk, CA 90650			
Mary & Son Janitorial Maint. Srv, Inc	Custodial	1606 W. Caldwell St P.O. Box 6272 Compton, CA 90220	(310) 537 7980		
Maxim Building Care Services	Custodial	3540 Wilshire Blvd., Suite 711 Los Angeles, CA 90010	(213) 384-3211		
MBM Professional Janitorial Services	Custodial	3010 Wilshire Blvd., Suite 339 Los Angeles, CA 90010	(213) 383-1849		
Media Recovery Inc	Custodial	P.O. Box 1407 Graham, TX 76450	(818) 841-9890		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Merchants Building Maintenance	Custodial	1190 Monterey Pass Rd Monterey Park, CA 91754	(800)560-6700		
Metro Building Maintenance Co	Custodial	3171 W. Olympic Blvd., Suite 553 Los Angeles, CA 90006			
Miguel's Cleaning Service	Custodial	14909 Orange Ave Paramount, CA 90723	(562) 634-3005		
Moran & Associates AA Computers	Custodial	P.O. Box 13271 Torrance, CA 90503	(310) 781-0739		
Moss America Companies	Custodial	P.O. Box 5795 Beverly Hills, CA 90209			
National Pinnacle Care	Custodial	14140 E. Alondra Blvd., Suite D Santa Fe Springs, CA 90670	(562) 926-0114		
Natural Building Maintenance	Custodial	4143 West Pico Blvd. Los Angeles, CA 90019			
New Era Services Inc	Custodial	1736 E. Charleston Blvd., Suite 164 Las Vegas, NV 89104	(323) 643-5703		
Newpoint Management	Custodial	144 Greenbriar La Puente, CA 91744	(310) 738-8397		
Noon Productions	Custodial	P.O. Box 802874 Santa Clarita, CA 91380	(661)313-4227		
Ociti-Kleen Janitorial Services	Custodial	P.O. Box 4787 Downey, CA 90241	(562)305-6347		
Onyx World Companies Inc.	Custodial	6112 S Croft Ave. Los Angeles, CA 90056	(323) 293-3874		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Openworks	Custodial	4300 Long Beach Blvd., Suite 105 Long Beach, CA 90807	(562)428-9210 Ext 105		
PAA of California	Custodial	909 S. Glendora Ave. West Covina, CA 91790			
Pacific Sun Maintenance	Custodial	1101 Crenshaw Blvd., Suite 103 Los Angeles, CA 90019	(323) 938-2100		
Patten Energy Enterprises Co. Inc	Custodial	8939 S. Sepulveda Blvd., Suite 514 Los Angeles, CA 90045	(310) 665-9100		
Payne Morales Janitorial Service	Custodial	316 W Carson St., Suite 102 Carson, CA 90745	(310) 781-1080		
PBM Management Inc	Custodial	3400 W. 6th St. Suite 405 Los Angeles, CA 90020	(213) 397-3369		
Pearce Building Services	Custodial	480 Capricorn St. Brea, CA 92821	(714) 990-6677 Ext 40		
Pedus Building Services Inc	Custodial	601 Potrero Grande Dr., # 300 Monterey Park, CA 91755	(323) 837-0222		
PJK Maintenance	Custodial	15643 Sherman Way Suite 220 Van Nuys, CA 91406	(818) 756-5475		
Power Building Janitorial Services	Custodial	3350 Wilshire Blvd. Suite 1105 Los Angeles, CA 90010	(213) 252-0999		
Premier Building Maintenance	Custodial	4055 Wilshire Blvd. Suite 251 Los Angeles, CA 90010	(213) 386-2552		

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Premier Janitorial Services	Custodial	10834 Washington Blvd. Los Angeles, CA 90233	(800) 407-2651		
Professional Cleaning And Maintenance	Custodial	1640 W. 57th St. Los Angeles, CA 90062	(323) 291-9479		
Pro-Serve Building Maintenance Co.	Custodial	7136 Haskell Ave.#215 Van Nuys, CA 91406	(818) 787-7763		
R and D Options	Custodial	13416 Crossdale Ave. Norwalk, CA 90650	(562) 863-1949		
Red Carpet Building Maintenance	Custodial	19025 Parthenia St. Northridge, CA 91324	(818) 993-6580		
Reliable Bldg. Maintenance Inc.	Custodial	4801 Wilshire Blvd., Suite 280 Los Angeles, CA 90010	(323) 549-2911		
Reliance Service Group	Custodial	P. O. Box 180 New Cuyama, CA 90247	(714) 418-2960 Ext 228		
Resource Unlimited	Custodial	7049 N. Fairchild Cr. Milwaukee, WI 53217	(414) 350-7456		
Rogan Building Services	Custodial	1521 Seventh St. Riverside, CA 92507	(909) 248-1261		
Ron's Maintenance	Custodial	11542 Horley Ave. Downey, CA 90241	(213) 359-3827		
Royal Crest Building Mt	Custodial	8601 Roland St., Suite A Buena Park, CA 90621	(714) 562-5034		
S.A. Williams Services	Custodial	3025 Hillcrest Drive. Los Angeles, CA 90016	(323) 717-7151		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Self's Janitorial Service	Custodial	332 W. 2 nd St. Perris , CA 92570	(909) 657-5321		
Serv 1 Janitorial	Custodial	39252 Winchester Rd., #107-358 Murrieta, CA 92563	(951) 541-8752		
Service Master CBM	Custodial	2010 W Avenue K., #478 Lancaster, CA 93536	(661) 948-5287		
Shameka Hull Scholarship Foundation	Custodial	20539 S. Vermont Ave., Unit 6 Torrance, CA 90502	(310) 323-2327		
Southern Building Maintenance	Custodial	836 Crenshaw Blvd., Suite 101 Los Angeles, CA 90005	(323) 931-1551		
Speed Building Maintenance Inc.	Custodial	7136 Haskell Ave. # 215 Van Nuys, CA 91406	(818) 787-7763		
Spotless Cleaning Service	Custodial	2103 Redding Ave. Rosemead, CA 91770	(213) 399-8388		
Stanley Steamer of Los Angeles	Custodial	841 W. Foothill Blvd. Azusa, CA 91702	(626) 945-5543		
Star Bright Building Maintenance Inc.	Custodial	2688 Dawson Ave. Signal Hill, CA 90755	(562) 988-2829	(562) 988-2879	
Superior Commercial Cleaning	Custodial	770 Brea Blvd. Suite 227 Brea, CA 92821	(714) 529-5178		
Superior Environmental	Custodial	P.O. Box 19784 San Diego, CA 90784	(619) 462-7079		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Support Services of America Inc.	Custodial	12440 Firestone Blvd., Suite 312 Norwalk, CA 90650	(509) 979-3900		
Systems Management Inc	Custodial	1635 N. Lake Ave. Pasadera, CA 92433	(626) 791-1388		
T and T Janitorial	Custodial	9088 Dewsbury Ave. San Diego, CA 92126	(626) 791-1388		
The Diaz Group	Custodial	P. O. Box 3871 Montebello, CA 90640	(323) 263-4414		
The Harper Group	Custodial	18226 W. McDermott, Suite B Irvine, CA 92614	(949) 223-8894		
The Resource Collection	Custodial	4901 W. Rosecrans Ave. Hawthorne, CA 90250	(310) 219-3272 Ext.:126		
TK Cleaning Services	Custodial	2260 E. Ave Q4, Unit66 Palmdale, CA 93550	(661) 449-7097		
TKH Design, Inc.	Custodial	1020 N. Batavia St. Suite M Orange, CA 92867	(714) 289-0344		
U.S. Metro Group DBA Metro Bldg.	Custodial	2140 W Wilshire Blvd. # 1070 Los Angeles, CA 90010	(213) 382-7310		
Ultimate Maintenance Services	Custodial	4646 Manhattan Beach Blvd. Suite C Lawndale, CA 90260			
Union Building Management Uniserve Facilities Services	Custodial	550 S. Hope St., Suite T200 Los Angeles, CA 90071	(213) 533-1000 Ext: 107		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Unisource Maintenance Supply	Custodial	13217 S. Figueroa St. Los Angeles, CA 90061	(626) 237-0173		
United Building Services	Custodial	10016 Pioneer Blvd., Suite 103 Sant Fe Springs, CA 90670	(562) 948-1886		
United Building Systems	Custodial	10450 Pioneer Blvd. Suite B Santa Fe Springs, CA 90670	(562) 204-0170		
United Maintenance Systems	Custodial	2140 W. Olympic Blvd., Suite 401 Los Angeles, CA 90006	(213) 365-9200		
Valley Light Industries Inc	Custodial	5358 Irwindale Ave., Unit B Baldwin Park, CA 91502	(626) 337-6200		
Vanguard Cleaning Systems Inc.	Custodial	1851 East First St. # 1040 Santa Ana, CA 92706	(714) 648-0136		
Ver-O-Roses Maintenance Inc.	Custodial	P.O. Box 93274 City Of Industry, CA 91715	(626) 839-6717	(626) 839-5334	
VSN Carpet Cleaning & Janitorial	Custodial	P.O. Box 78024 Corona, CA 92879	(909) 808-0814		
Walter A Soriano	Custodial	1940 1/2 35th St. Los Angeles, CA 90018	(213) 479-1145		
Webco Sweeping LLC	Custodial	60 W Main Ave., Suite 22 Morgan Hill, CA 95037	(408) 778-5411		
West Coast Business Products	Custodial	9749 Independence Ave. Chatsworth, CA 91311	(818) 341-2800 Ext 116		
West Coast Janitorial Services	Custodial	6745 Washington Ave., Suite 338 Whittier, CA 90601	(562) 464-1871		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
 CONTRACTING BIDDER'S LIST
 (Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
West Sanitation Services	Custodial	3882 Del Amo Blvd., Suite 602 Torrance, CA 90503	(310) 793-4242		
Wilson Commercial and New Construction Cleaning	Custodial	12441 Avocado Ave. Chino, CA 91710	(909) 465-0626		
Woods Maintenance Service Inc.	Custodial	7260 Atoll Ave. North Hollywood, CA, 91605	(818) 764-2515		
World Service West LA In Flight Service CO	Custodial	13620 Gramercy Pl. Gardena, CA 90249	(310) 641-2396		
WWC Window Cleaning Of Los Angeles Inc.	Custodial	180 Glendale Blvd. Los Angeles, CA 90026	(213) 977-9620 Ext 15		
Xpress Cleaning Co Inc	Custodial	4537 Fountain Ave., # 110 Los Angeles, CA 91947	(323) 664-0720		
Zion Industries Inc.	Custodial	39 East Hanover Ave., Suite C2 Morris Plains, NJ 07950	(973) 727-6213		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES - AREA 1**

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Diamond Contract Services	Grace Building Maintenance	MBM Professional Janitorial	Lee's Maintenance	*All Care Industries	Executive-Suite
Total Number of Employees in Firm	980	90	216	270	3	30
Owners/Partner/Assoc. Partners						
Black/African American	1	0	0	1	0	0
Hispanic/Latin American	0	0	0	0	0	0
Asian or Pacific Islander	0	1	1	0	1	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	1
Total	1	1	1	1	1	1
Women (should be included in counts above and also reported here separately).	0	0	0	0	0	0
Managers						
Black/African American	8	0	0	4	0	0
Hispanic/Latin American	12	0	1	3	0	2
Asian or Pacific Islander	0	1	3	1	1	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	5	0	1	0	1	2
Total	25	1	5	8	2	4
Women (should be included in counts above and also reported here separately).	9	1	2	2	1	2
Staff						
Black/African American	161	0	3	22	-	0
Hispanic/Latin American	792	76	116	187	-	25
Asian or Pacific Islander	0	1	88	23	-	0
American Indian	0	0	0	0	-	0
Filipino	0	1	0	12	-	0
White	1	10	3	17	-	0
Total	954	88	210	261	*40	25
Women (should be included in counts above and also reported here separately).	574	25	50	113	-	4
Percentage of Ownership						
Black/African American	100%	0%	0%	100%	0%	0%
Hispanic/Latin American	0%	0%	0%	0%	0%	0%
Asian or Pacific Islander	0%	100%	100%	0%	100%	0%
American Indian	0%	0%	0%	0%	0%	0%
Filipino	0%	0%	0%	0%	0%	0%
White	0%	0%	0%	0%	0%	100%
Total	100%	100%	100%	100%	100%	100%
Women (should be included in counts above and also reported here separately).	0%	0%	0%	100%	0%	0%
Current Certification as Minority/Women-Owned Firm						
State of California	X	X			X	
City of Los Angeles	X			X		
Federal Government		X				
County of Los Angeles		X				

*Did not provide information on CBE form (Race/Ethnic Composition of Staff)

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

**PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY**

CUSTODIAL SERVICES – AREA 1

The proposed contract would reduce the County's cost to provide Custodial Services by an estimated **\$100,635.00 (32%)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Supervisor	\$16.42 per hour	\$13.75 per hour
Working Supervisor	\$14.61 per hour	\$13.75 per hour
Custodian	\$13.41 per hour	\$11.84 per hour
Floor Care Technician	\$14.86 per hour	\$11.84 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	5 paid days per year
Sick Leave	5 paid days per year
Vacation	5 paid days per year
Life Insurance	No
Other	None

Contractor Health Plan Information

None.

ATTACHMENTS

A-2

B-2

C-2

D-2

E-2

FOR

AREA 4

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Custodial Services – Area 4

First District

Bell
Bell Gardens
Graham
Huntington Park
Maywood

Second District

Culver City
Florence
Hawthorne
Lennox
View Park
Wiseburn
Woodcrest
Hollypark

Third District

West Hollywood

Fourth District

Avalon
Marina Del Rey

Fifth District

None

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Custodial Services - Area 4

County Cost**Direct****Salaries**

Position	Monthly Salary (1)		No. of Positions (2)	Top Step Variance	No. of Months	Total
	7/1/07-12/29/07	1/1/08-7/1/08				
Custodian Supervisor	\$2,857.00	\$2,941.00	0.29	0.963212	12	9,858
Custodian Working Supervisor	\$2,541.82	\$2,617.45	0.00	0.963212	12	0
Custodians	\$2,332.82	\$2,403.00	5.79	0.963212	12	158,476
Floor Care Specialist	\$2,585.73	\$2,662.00	0.35	0.963212	12	10,534
			6.43			
Sub-Total Salaries						178,869
Employee Benefits	33.99%					60,798
						\$ 239,667

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (7) (cleaning Supplies & paper goods)	3,139.46	12	37,674
Uniform (3)	45.82	12	550
Mileage (4)			16,979
Total Services & Supplies			\$ 55,203

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (5)	345.8	12	4,150
Equipment - One-Time Start Up (6)			8,316
Total Equipment			\$ 12,466
Fixed Asset - One-Time			

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 307,336
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Contracting Costs

Direct
Contract Cost \$ 231,743

Indirect Cost
Contract Monitoring 0

Total Contract Costs	\$ 231,743
-----------------------------	-------------------

Estimated Savings from Contracting (Avoidable Costs Less Contract Costs)	\$ 75,593 25%
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CUSTODIAL SERVICES-Area 4
COUNTY VS. CONTRACTOR COSTS
Contractor - Diamond Contract Services, Inc.
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Custodian Supervisor	0.29	0.25	0.04
Working Supervisor	0.00	0.00	0.00
Custodian	5.79	4.89	0.90
Floor Care Technician	0.35	0.29	0.06
TOTAL STAFFING	6.43	5.43	1.00
S & EB			
Salaries	\$178,869	\$112,793	\$66,076
Employee Benefits	60,798	47,973	12,825
TOTAL S & EB	\$239,667	\$160,766	\$78,901
SERVICES AND SUPPLIES			
Supplies & Material	\$37,674	\$37,674	\$0
Uniforms	550	0	550
Services	0	497	(497)
Telephone/Utilities	0		0
Mileage	16,979	0	16,979
TOTAL SERVICES AND SUPPLIES	\$55,203	\$38,171	\$17,032
EQUIPMENT			
Equipment - ongoing	\$4,150	\$8,950	(\$4,800)
Equipment - one time startup	8,316	0	8,316
TOTAL EQUIPMENT	\$12,466	\$8,950	\$3,516
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$67,669	\$47,121	\$20,548
General Liability/Auto Insurance	0	4,158	(4,158)
General Accounting/Bookkeeping	0	3,250	(3,250)
CONTRACT MONITORING	0	0	0
OVERHEAD & PROFIT	0	16,448	(16,448)
TOTAL COUNTY VS. CONTRACT COSTS	307,336	231,743	75,593

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 4
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
DIAMOND CONTRACT SERVICES, INC.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	0.25	\$16.00		8,352
Working Supervisor	0.00	0.00		
Custodians	4.89	9.64		98,349
Floor Care Technician	0.29	10.00		6,092
	Total Salaries:			\$112,793
Employee Benefits	12.00	3,997.76	(3)	\$47,973
Total Salaries and Employee Benefits				\$160,766
Equipment	# of Months	Cost/Month	Total	
Vehicle	12	400		4,800
Office equipment	12	346		4,150
		Total Equipment		8,950
Services and Supplies				
Supplies	12	346		37,674
Services	12	41		497
Telephone/Utilities	12			
		Total S & S		38,171
Total Equipment/Services and Supplies				\$47,121
General Liability/Auto Insurance	12	346		\$4,158
General Accounting/Bookkeeping	12	271		\$3,250
Overhead/Profit	12	1,371	(4)	\$16,448
CONTRACTING COSTS				\$231,743

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual productive working hours of 2088. (Supervisor - 518.40 Proposed Annual hrs/2,088=0.25, Custodian - 10,202.40 Proposed Annual hrs/2,088=4.89, and Floor Care Specialists - 612 Proposed Annual hrs/2088=0.29).

(2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.

(3) Employee benefits equals the contractors proposed employee benefits (medical insurance and vacation) plus payroll taxes. The contractor calculated the health benefits by multiplying \$2.20/hr by 174 productive work hours per month by 5.18 FTEs (4.89 Custodians+0.29 Floor Care Specialists). The living wage ordinance states contractor rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits. Therefore, the contractor is not required to provide health benefits for the supervisors since their salary is greater than \$11.84 per hour.

(4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

**County of Los Angeles Public Library
Custodial Services - Area 4
Mileage Computation for Supervisors (One Way Only)**

Number of Supervisors (1)	Sq. Ft.	Library location	Mileage (one way) (3)
0.29	5,170	West Hollywood	0.00
	6,983	View Park	8.95
	21,406	Culver City	4.77
	7,443	Marina Del Rey	5.79
	5,000	Wiseburn	11.01
	46,002		30.52
*Total mileage cost for 0.29 Superviosr:			\$621.33 (2)
	16,949	Hawthorne	0.00
	4,657	Lennox	1.74
	7,254	Woodcrest	3.99
	7,776	Holly Park	2.25
	5,125	Graham	7.82
	5,124	Florence	1.38
	46,885		17.18
*Total mileage cost for 0.29 Superviosr:			\$349.75 (2)
	33,482	Huntington Park	0.00
	3,362	Maywood	2.36
	4,863	Bell	0.95
	5,119	Bell Gardens	2.94
	140,596		6.25
*Total mileage cost for 0.29 Superviosr:			\$127.24 (2)
Grand Total (0.29 Supervisor):			\$1,098.31

Notes:

(1) Full-time equivalent calculated by adding the number of hours the position will spend at each library divided by the County's annual productive working hours of 1,762. (Supervisor - 518.40 Proposed Annual hrs/1,762=0.29).

(2) Formula: Mileage one way x 3 days x 52 weeks x .45 x # supervisors
The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

**County of Los Angeles Public Library
Custodial Services - Area 4
Mileage Computation for Custodians
One Way Only**

Number of Custodians (1)	Sq. Ft.	Library location	Mileage (one way) (3)
1.79	5,170	West Hollywood	0.00
	6,983	View Park	8.95
	21,406	Culver City	4.77
	7,443	Marina Del Rey	5.79
	5,000	Wiseburn	11.01
	46,002		30.52
*Total mileage cost for 1.79 Custodians:			\$7,670.16 (2)
2	16,949	Hawthorne	0.00
	4,657	Lennox	1.74
	7,254	Woodcrest	3.99
	7,776	Holly Park	2.25
	5,125	Graham	7.82
	5,124	Florence	1.38
	46,885		17.18
*Total mileage cost for 2 Custodians:			\$4,824.14 (2)
2	33,482	Huntington Park	0.00
	3,362	Maywood	2.36
	4,863	Bell	0.95
	5,119	Bell Gardens	2.94
	140,596		6.25
*Total mileage cost for 2 Custodians:			\$1,755.00 (2)
Grand Total (5.79 Custodians):			\$14,249.31

Notes:

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the County's annual productive working hours of 1,762. (Custodian - 10,202.40 Proposed Annual hrs/1,762=5.79).

(2) Formula: Mileage one way x 6 days x 52 weeks x .45 x # custodians
The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

**County of Los Angeles Public Library
Custodial Services - Area 4
Mileage Computation for One Floor Care Specialist
One Way Only**

Number of Floor Care Specialist (1)	Sq. Ft.	Library location	Mileage (one way) (3)
0.35	5,170	West Hollywood	0.00
	6,983	View Park	8.95
	21,406	Culver City	4.77
	7,443	Marina Del Rey	5.79
	5,000	Wiseburn	11.01
	46,002		30.52
*Total mileage cost for 0.35 Floor Care Specialists:			<u><u>\$922.92</u></u> (2)
	16,949	Hawthorne	0.00
	4,657	Lennox	1.74
	7,254	Woodcrest	3.99
	7,776	Holly Park	2.25
	5,125	Graham	7.82
	5,124	Florence	1.38
	46,885		17.18
*Total mileage cost for 0.35 Floor Care Specialists:			<u><u>\$519.52</u></u> (2)
	33,482	Huntington Park	0.00
	3,362	Maywood	2.36
	4,863	Bell	0.95
	5,119	Bell Gardens	2.94
	140,596		6.25
*Total mileage cost for 0.35 Floor Care Specialists:			<u><u>\$189.00</u></u> (2)
Grand Total (0.35 Floor Care Specialists):			<u><u>\$1,631.45</u></u>

Notes:

(1) Full-time equivalent calculated by adding the number of hours the position will spend at each library divided by the County's annual productive working hours of 1,762. (Floor Care Specialist - 612 Proposed Annual hrs/1,762=0.35).

(2) Formula: Mileage one way x16 days x 12 months x.45 x # Floor Care Specialist
The number of days of service are estimated from the County's prior staffing plan before contracting out services

(3) We realize that before the first stop and after the last stop, there will be mileage from and to the employees home, but for purposes of this spreadsheet, we did not account for the additional miles, but it would only make the contractor more cost-effective.

County of Los Angeles Public Library
County's Estimated Avoidable Costs
Custodial Services- Area 4
Notes to the Contract Analysis

- (1) Salaries are based upon board approved 2006/07 salary ordinance rates and include the cost-of-living adjustments scheduled to be received beginning July 1, 2007 and January 1, 2008.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 4. Based on the contractor's annual working hours of 2088 vs. the County's annual working hours of 1762. (Information provided by Contract Section)
- (3) Cost of uniforms was based on agreement vendor quote within last 6 months (Information provided by Contract Section)

Shirt + Trousers = Total Cost (Including Taxes)

$\$14.34 + \$28.41 = 42.75 \times 2 \text{ uniforms per employee} \times 6.43 \text{ employees} = \$ 549.77$

- (4) Custodian Supervisor does walk-through check 3 times a week; total distance for Area 4 is 53.95 miles. Rate of 45 cents per mile given by A/C effective on July 1, 2006. (Information provided by Contract Section)

(Total mileage per day) $53.95 \times 3 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 0.29 = \$1,098.31$

Custodians

Based on total mileage of 53.95 for Area 4.

Service for 16 libraries are separated into three clusters totaling 62.12 miles.

$30.52 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 1.79 = \$7,670.16 \text{ Annually}$

$17.18 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 2.00 = \$4,824.14 \text{ Annually}$

$6.25 \text{ miles} \times 6 \text{ days a week} \times 52 \text{ weeks} \times \$0.45 \times 2.00 = \$1,755.00 \text{ Annually}$

Floor Care Specialist

Based on total mileage of 53.95 for Area 4.

$53.95 \text{ miles} \times 16 \text{ days per mo.} \times 12 \text{ months} \times \$0.45 \times 0.35 = \$1,631.45 \text{ Annually}$

<u>Annual Mileage Cost</u>			
Custodian Supervisors + Custodians	+ Floor Care Specialist	=	Total
\$1,098.31	+ \$14,249.31	+ \$ 1,631.45	= \$ 16,979.07

- (5) The monthly ongoing equipment cost of \$345.80 per vendor's quotes. (Information provided by Contract Section)
- (6) Equipment Start Up Costs include items required for 16 libraries. Cost based on agreement vendor's quotes (within the last two weeks) and includes the shipping charge & 8.25% sales tax. (Information provided by Contract Section)

Mop, and buckets with wringer	\$ 58.94
Utility cart	\$ 130.52
Carpet vacuum cleaner	\$ 169.00
Wet and dry vacuum	\$ 345.38
High speed floor	\$ 875.00
Shampoo machine	<u>\$ 1,020.00</u>
Sub-total	\$ 2,598.84
Libraries	16
Total	<u>\$41,581.44</u>

Annual cost spread over five-year life \$ 8,316.29

- (7) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the County's calculation. (Information provided by Contract Section)

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
3 R Filter Inc	Custodial	2163 Somerset Rd. Bloomfield Hills, MI 48302	(810) 232-2798		
A.Q. Management & Control Inc.	Custodial	3921 Wilshire Blvd., Suite 600 Los Angeles, CA 90010	(818) 780-0344 Ext: 107		
Accent Service Company Inc.	Custodial	P.O. Box 9495 Newport Beach, CA 92663	(714) 231-9645		
Ace Janitorial Service	Custodial	2100 S. Santa Fe Ave. Compton, CA 90221	(949) 394-1021		
Act-1 Building Services Inc.	Custodial	13455 Ventura Blvd., Suite 234 Sherman Oaks, CA 91423	(818) 784-2575 Ext: 24		
Advance Maintenance Concepts	Custodial	9829 Carmenita Rd., Suite G Whittier, CA 90605	(562) 698-4009		
Advantage Cleaning Solutions	Custodial	4101 Paramount Blvd., # 32 Pico Rivera, CA 90660	(714) 936-9397		
Affordable Janitorial	Custodial	14136 Pacoima Court Victorville, CA 92392	(760) 241-5579	(760) 241-8265	
AJ &LS Inc. DBA Jani King	Custodial	416 E Kildare St. Lancaster, CA 93535	(310) 916-1804		
All Care Industries Inc.	Custodial	16747 1/2 S. Parkside Ave. Cerritos, CA 90703	(562) 623-4009		
All Dry Carpet Care special touch cleaning Service	Custodial	P.O. Box 8144 Northridge, CA 91327	(818) 894-8433		
All Services Cleaning	Custodial	41024 16 th St. W. Palmdale, CA 93551	(661) 273-6692		

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Alliance Distributing	Custodial	P.O. Box 799 Monrovia, CA 91016	(626) 688-7996		
Alpha Printing & Graphics Inc.	Custodial	15763 Ornelas St. Irwindale, CA 91706	(626) 851-9800 Ext: 102		
American Building Janitorial	Custodial	5199 E. Pacific Coast Hwy., Suite 206 Long Beach, CA 90804	(562) 986-4474 Ext: 305		
American Tek Solar Sales	Custodial	17360 Colima Rd. Rowland, Heights, CA 91748	(866) 734-0193		
Americlean California	Custodial	7021 Rosecrans Ave. Paramount, CA 90723	(562) 254-1783		
ASAP Clean Source marketing 11	Custodial	7801 Alabama Ave # 10 Canoga Park, CA 91304	(818) 428-7553		
Ascot Environmental Maint. Svc	Custodial	4235 Edgehill Dr. Los Angeles, CA 90008	(323) 295 9867		
Asian Rehabilitation Services	Custodial	1701 E. Washington Blvd. Los Angeles, CA 90021	(213) 743-9242 Ext: 251		
Astro Cleaning Solutions	Custodial	16404 E. Cadwell St. Valida, CA 91744	(626) 705-8005		
Aztec Facility Management	Custodial	11000 S. Wilcrest, Suite 125 Houston, TX 77099	(972) 237-9402		
B&B Kings Construction & maint	Custodial	1800 S. Robertson Blvd. # 907 Los Angeles, CA 90035			
B&B Maintenance Services	Custodial	P.O. Box 4951 Redondo Beach, CA 90278			

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Banmay Inc.	Custodial	1008 West 156th St. Compton, CA 90220	(310) 886-7810		
Bas Associates Construction	Custodial	9814 Beachy Ave. Arleta, CA 91331	(818) 968-0334		
Bay Medical Co. Inc.	Custodial	375 Oyster Point Blvd. #6 South San Francisco, CA 94080	(650) 794-2088		
Bell Building Maintenance	Custodial	5170 Sepulveda Blvd. Suite 180 Sherman Oaks, CA 91403	(818) 385-0790 Ext 106	(818) 385-0730	
Best Maintenance Company	Custodial	P.O. Box 592 San Gabriel, CA 91778	(626) 573-2663		
Best Quality Maintenance Co.	Custodial	2500 Wilshire Blvd., Suite 420 Los Angeles, CA 90057	(213) 736-2250		
Bigol Services Inc.	Custodial	8707 Lindley Ave. #173 Northridge, CA 91325	(818) 567-9940		
Blue Sky Service Agency	Custodial	2225 S. Burnside Ave., Suite 3 Los Angeles, CA 90016	(323) 291-9526		
Bright Home Cleaning Service	Custodial	3999 South St. Andrews Place Los Angeles, 90062	(323) 291-9521		
Briteworks Inc.	Custodial	642 S. Sunset Ave. West Covina, CA 90057			
Busy Bee Cleaning Service	Custodial	3734 W. 113 th St., #2 Inglewood, CA 90303	(888) 590-1948		
C&M Building Services	Custodial	5724 W 3 rd St., Suite 501 Los Angeles, CA 90036	(213) 387-3947		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
California Conservation Corps.	Custodial	11401 Bloomfield Ave. Box 9 Norwalk, CA 90650	(213) 744-2254		
Cam Services	Custodial	5664 Selmaraine Dr Culver City, 90230	(310) 390-3552 Ext: 31		
Cari	Custodial	1029 J St., Suite380 Sacramento, CA 95814	(916) 441-5844 Ext: 105		
Carnalras Cleaning Services	Custodial	P.O. Box 31373 Los Angeles, CA 90031	(626) 755-8896		
Catalina Cleaning service	Custodial	P.O. Box 2138, 210 A metropole, Avalon, CA 90204	(310) 510-0301		
Central Maintenance Inc.	Custodial	1015 N. Lake Ave., Suite 112 Pasadena, CA 91104			
Christian V 747	Custodial	2028 Phalarope 854 23 Rd Costa Mesa, CA 90403	(213) 828-1140		
Classen Enterprises DBA Service Master Commercial	Custodial	1435 Callens Rd. Ventura, CA93003	(805) 642-3432		
Clean Sweep Maintenance	Custodial	20941 Menlo Ave. Torrance CA, 90502	(310) 212-3448		
Clean-ing Things	Custodial	10929 Firestone Blvd., Suite 157 Norwalk, CA 90650	(562) 824-0440		
Coastal Construction & Building Maintenance Services	Custodial	1100 W. 132 nd St. Compton, CA 90220	(310) 631-7116		
Come Land Maintenance	Custodial	4917 W. Melrose Ave. Los Angeles, CA 90029	(323) 957-7715		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST**
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Compuclean Computer Cleaning	Custodial	39300 Medina Ct Murrieta, CA 92562	(909)698-1833		
Confelt Holdings	Custodial	1191 W. Calle Del Sol, #2 Azusa, CA 91702	(760)470-2870		
Corporate Building Svcs Inc.	Custodial	3325 Wilshire Blvd., Suite 1240 Los Angeles, CA 90010	(213) 252-0999		
Corporate Real Estate Solutions Inc.	Custodial	21250 Califa St., Suite 109 Woodland Hills, CA 91367	(818) 884-1023		
Cover All Cleaning Concepts	Custodial	770 The City Drive South Suite7000 Orange, CA 92868	(800) 839-7036 Ext 269		
Customer Service Inc.	Custodial	550 Continental Blvd., Suite 190 El Segundo, CA 92562	(310) 364-1199 Ext:143		
Danichris Trading Company	Custodial	2839 Deerford St. Lakewood, CA 90712	(562)480-2443		
Delta Building Services Inc.	Custodial	14659 Titus St., Suite C Panorama City, CA 91402	(818) 779-1500	(818) 779-1155	
Delta Window Cleaning Co Inc.	Custodial	2062 A Walsh Ave. Santa Clara, CA 95050			
Diamond Contract Services Inc.	Custodial	2819 Burton Ave. Burbano, CA 91504	(818) 565-3554		
Direct building Services	Custodial	15949 Kaplan Ave. City of Industry, CA 91744	(626) 369-8022		
Diversified Maintenance Services Inc.	Custodial	145 Pasadena Ave. South Pasadena, CA 91030	(949) 975-1366		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST**
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Dj Enterprise	Custodial	1714 7th Ave Sacramento, CA 95818	(916) 410-2767		
E.C. Professional Services Inc.	Custodial	P.O. Box 268 Franktown, Colorado 80116	(303) 688-1979		
Eagle Building Maintenance	Custodial	630 Venice Way. Apt 205 Inglewood, CA 90302	(310) 612-8796		
Eagle Glen Clearing Services, LLC	Custodial	1240 East Ontario Ave, Suite 102-151 Corona, CA 92881			
East Building Maintenance	Custodial	22812 Satcoy St. West Hills, CA 91304	(818) 692-0506		
EBS Executive Building Services	Custodial	1572 N. Batavia Suite 1D Orange, CA 92867	(714) 921-0551		
Ellis Enterprises BMS	Custodial	3403 Cerritos Ave. Los Alamitos, CA 90720	(562) 493-5550 Ext: 16		
Empire Building & Environmental Services Inc.	Custodial	1215 N. Red Gum., Unit B Anaheim, CA 92806	(714) 632-2900		
Empire Maintenance Co., Inc	Custodial	624 South Palm Ave. Alhambra, CA 91803	(626) 289-8755		
Environmental Services Solutions	Custodial	8335 Winnetka Ave., Suite 104 Winnetka, CA 91306	(818) 772-7694		
EPS Engineering Services Inc	Custodial	12100 Wilshire Blvd., Suite 460 Los Angeles, CA 90010	(310)826-9733		
ESS Environmental Solutions	Custodial	8355 Winnetka Ave. Suite 104 Winnetka, CA 91306	(818) 772-7694		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Excell Personnel	Custodial	8611 W. Crenshaw Blvd. Suite 211 Inglewood, CA 90305	(562) 537-5346		
Executive Group International	Custodial	3345 Wishire Blvd., Suite 515 Los Angeles, CA 90010	(912) 871-5277		
Executive-Suite Services Inc.	Custodial	19025 Pathenia St., Suite 200 Northridge, CA 91324	(818)993-6300		
Ez Cleaning Service	Custodial	18645 Hatteras St., #267 Tarzana, CA 91356	(818) 693-0308		
Falcon Industrial Distributors	Custodial	225 Winton Ave., Suite 117 Hayward, CA 94544	(818) 968-4756		
G.I. Cleaning Service	Custodial	4735 Oakwood Ave., Apt 7 Los Angeles, CA 90004	(323) 460-6491		
General Building Maintenance	Custodial	3255 Wilshire Blvd., Suite 1222 Los Angels, CA 90010	(213) 388-0554		
Global Mechanical	Custodial	1415 W. North St., Apt 203 Anaheim, CA 92810	(714) 469-1757		
Goodwill So. Calif-Valley	Custodial	14565 Lanark St Panorama City, CA 91402	(818) 782-2520 Ext: 202		
Grace Building Maintenance	Custodial	3580 Wilshire Blvd., Suite 1615 Los Angeles, CA 90010	(213) 286-2003		
Grace Under Fire Cleaning Serv	Custodial	2531 Sawtelle Blvd., #92 Los Angeles, CA 90064	(310) 672-4575		
Greenstar Building Maintenance	Custodial	P.O. Box 221 Harbor City, CA 90710	(310) 293-8770		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Guarantee Cleaning Services	Custodial	14731 Franklin Ave., Suite K Tustin, CA 92780	(714) 368-1832		
H&D Enterprise	Custodial	23279 Woodleaf Dr. Diamond Bar, CA 91765	(909) 809-9667		
Haynes Building Service Inc	Custodial	125 W. Maple Ave. Monrovia, CA 91016	(626) 359-6100		
Holiday Paper Products	Custodial	8121 Pivot St. P.O. Box 981 Downey, CA 90241	(562)923-0334		
I Shop Solutions	Custodial	811 Catalina Ave., Suite 2002 Redondo Beach, CA 90277	(310) 200-9517		
Integrated Support Solutions Inc	Custodial	14558 Sylvan St Van Nuys, CA 91411	(818) 787-2116 Ext 101		
International Data Supply Corp	Custodial	1711 Langley St. Irvine, CA 92614	(949) 724-9090 Ext 109		
J & J Building and Maintenance Serv	Custodial	141 N. Ventura Ave., Suite I Ventura, CA 93001	(805) 217-8042		
J and G Maintenance Service	Custodial	10242 San Carlos Ave. South Gate, CA 90280	(323) 563-0620		
J.A.M.E.S Janitorial Services	Custodial	13119 St. Andrews Pl Gardena, CA 90849	(310) 327-2619		
Jani Serv International	Custodial	P.O. Box 6991 Buena Park, CA 90621	(714) 670-1184		
Jani-King Commercial Cleaning Svcs.	Custodial	500 N. State College Blvd., Suite 900 Orange, CA 92868	(714) 990-2221 Ext 151		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Jung & Kang	Custodial	7700 Orangethorpe Ave., Suite 17 Buena Park, CA 90621	(714) 521-9450		
Korean Maintenance Co	Custodial	548 S Spring St., Suite 314 Los Angeles, CA 90013	(213) 627-5363		
L.A. CHA Maintenance Co.	Custodial	18816 San Ferrando Mission blvd. Northridge, CA 91326			
LA Cha Maintenance Co	Custodial	18816 San Ferrando Mission Blvd. Northridge, CA 91326	(818) 366-8680		
Lee's Maintenance Service Inc	Custodial	14740 Keswick St. Van Nuys, CA 91406	(818) 988-6644		
LRP Production	Custodial	837 ½ W. Gage Ave. Los Angeles, CA 90044			
Maintech Corporation	Custodial	611 S. Catalina St., Suite 409 Los Angeles, CA 90005	(213) 365-6001	(213) 365-6030	
Maria Magans Housekeeping Services	Custodial	13210 Jersey Ave. Norwalk, CA 90650			
Mary & Son Janitorial Maint. Srv, Inc	Custodial	1606 W. Caldwell St P.O. Box 6272 Compton, CA 90220	(310) 537 7980		
Maxim Building Care Services	Custodial	3540 Wilshire Blvd., Suite 711 Los Angeles, CA 90010	(213) 384-3211		
MBM Professional Janitorial Services	Custodial	3010 Wilshire Blvd., Suite 339 Los Angeles, CA 90010	(213) 383-1849		
Media Recovery Inc	Custodial	P.O. Box 1407 Graham, TX 76450	(818) 841-9890		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Merchants Building Maintenance	Custodial	1190 Monterey Pass Rd Monterey Park, CA 91754	(800)560-6700		
Metro Building Maintenance Co	Custodial	3171 W. Olympic Blvd., Suite 553 Los Angeles, CA 90006			
Miguel's Cleaning Service	Custodial	14909 Orange Ave Paramount, CA 90723	(562) 634-3005		
Moran & Associates AA Computers	Custodial	P.O. Box 13271 Torrance, CA 90503	(310) 781-0739		
Moss America Companies	Custodial	P.O. Box 5795 Beverly Hills, CA 90209			
National Pinnacle Care	Custodial	14140 E. Alondra Blvd., Suite D Santa Fe Springs, CA 90670	(562) 926-0114		
Natural Building Maintenance	Custodial	4143 West Pico Blvd. Los Angeles, CA 90019			
New Era Services Inc	Custodial	1736 E. Charleston Blvd., Suite 164 Las Vegas, NV 89104	(323) 643-5703		
Newpoint Management	Custodial	144 Greenbriar La Puente, CA 91744	(310) 738-8397		
Noon Productions	Custodial	P.O. Box 802874 Santa Clarita, CA 91380	(661)313-4227		
Octi-Kleen Janitorial Services	Custodial	P.O. Box 4787 Downey, CA 90241	(562)305-6347		
Onyx World Companies Inc.	Custodial	6112 S Croft Ave. Los Angeles, CA 90056	(323) 293-3874		

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Openworks	Custodial	4300 Long Beach Blvd., Suite 105 Long Beach, CA 90807	(562)428-9210 Ext 105		
PAA of California	Custodial	909 S. Glendora Ave. West Covina, CA 91790			
Pacific Sun Maintenance	Custodial	1101 Crenshaw Blvd., Suite 103 Los Angeles, CA 90019	(323) 938-2100		
Patten Energy Enterprises Co. Inc	Custodial	8939 S. Sepulveda Blvd., Suite 514 Los Angeles, CA 90045	(310) 665-9100		
Payne Morales Janitorial Service	Custodial	316 W Carson St., Suite 102 Carson, CA 90745	(310) 781-1080		
PBM Management Inc	Custodial	3400 W. 6th St. Suite 405 Los Angeles, CA 90020	(213) 397-3369		
Pearce Building Services	Custodial	480 Capricorn St. Brea, CA 92821	(714) 990-6677 Ext 40		
Pedus Building Services Inc	Custodial	601 Potrero Grande Dr., # 300 Monterey Park, CA 91755	(323) 837-0222		
PJK Maintenance	Custodial	15643 Sherman Way Suite 220 Van Nuys, CA 91406	(818) 756-5475		
Power Building Janitorial Services	Custodial	3350 Wilshire Blvd. Suite 1105 Los Angeles, CA 90010	(213) 252-0999		
Premier Building Maintenance	Custodial	4055 Wilshire Blvd. Suite 251 Los Angeles, CA 90010	(213) 386-2552		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST**
(Please Print)

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Premier Janitorial Services	Custodial	10834 Washington Blvd. Los Angeles, CA 90233	(800) 407-2651		
Professional Cleaning And Maintenance	Custodial	1640 W. 57th St. Los Angeles, CA 90062	(323) 291-9479		
Pro-Serve Building Maintenance Co.	Custodial	7136 Haskell Ave.#215 Van Nuys, CA 91406	(818) 787-7763		
R and D Options	Custodial	13416 Crossdale Ave. Norwalk, CA 90650	(562) 863-1949		
Red Carpet Building Maintenance	Custodial	19025 Parthenia St. Northridge, CA 91324	(818) 993-6580		
Reliable Bldg. Maintenance Inc.	Custodial	4801 Wilshire Blvd., Suite 280 Los Angeles, CA 90010	(323) 549-2911		
Reliance Service Group	Custodial	P.O. Box 180 New Cuyama, CA 90247	(714) 418-2960 Ext 228		
Resource Unlimited	Custodial	7049 N. Fairchild Cr. Milwaukee, WI 53217	(414) 350-7456		
Rogan Building Services	Custodial	1521 Seventh St. Riverside, CA 92507	(909) 248-1261		
Ron's Maintenance	Custodial	11542 Horley Ave. Downey, CA 90241	(213) 359-3827		
Royal Crest Building Mt	Custodial	8601 Roland St., Suite A Buena Park, CA 90621	(714) 562-5034		
S.A. Williams Services	Custodial	3025 Hillcrest Drive. Los Angeles, CA 90016	(323) 717-7151		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Self's Janitorial Service	Custodial	332 W. 2 nd St. Perris , CA 92570	(909) 657-5321		
Serv 1 Janitorial	Custodial	39252 Winchester Rd., #107-358 Murrieta, CA 92563	(951) 541-8752		
Service Master CBM	Custodial	2010 W Avenue K., #478 Lancaster, CA 93536	(661) 948-5287		
Shameka Hull Scholarship Foundation	Custodial	20539 S. Vermont Ave., Unit 6 Torrance, CA 90502	(310) 323-2327		
Southern Building Maintenance	Custodial	836 Crenshaw Blvd., Suite 101 Los Angeles, CA 90005	(323) 931-1551		
Speed Building Maintenance Inc.	Custodial	7136 Haskell Ave. # 215 Van Nuys, CA 91406	(818) 787-7763		
Spotless Cleaning Service	Custodial	2103 Redding Ave. Rosemead, CA 91770	(213) 399-8388		
Stanley Steamer of Los Angeles	Custodial	841 W. Foothill Blvd. Azusa, CA 91702	(626) 945-5543		
Star Bright Building Maintenance Inc.	Custodial	2688 Dawson Ave. Signal Hill, CA 90755	(562) 988-2829	(562) 988-2879	
Superior Commercial Cleaning	Custodial	770 Brea Blvd. Suite 227 Brea, CA 92821	(714) 529-5178		
Superior Environmental	Custodial	P.O. Box 19784 San Diego, CA 90784	(619) 462-7079		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Support Services of America Inc.	Custodial	12440 Firestone Blvd., Suite 312 Norwalk, CA 90650	(509) 979-3900		
Systems Management Inc	Custodial	1635 N. Lake Ave. Pasadera, CA 92433	(626) 791-1388		
T and T Janitorial	Custodial	9088 Dewsbury Ave. San Diego, CA 92126	(626) 791-1388		
The Diaz Group	Custodial	P.O. Box 3871 Montebello, CA 90640	(323) 263-4414		
The Harper Group	Custodial	18226 W. McDurrnott, Suite B Irvine, CA 92614	(949) 223-8894		
The Resource Collection	Custodial	4901 W. Rosecrans Ave. Hawthorne, CA 90250	(310) 219-3272 Ext.:126		
TK Cleaning Services	Custodial	2260 E. Ave Q4, Unit66 Palmdale, CA 93550	(661) 449-7097		
TKH Design, Inc.	Custodial	1020 N. Batavia St. Suite M Orange, CA 92867	(714) 289-0344		
U.S. Metro Group DBA Metro Bldg.	Custodial	2140 W Wilshire Blvd. # 1070 Los Angeles, CA 90010	(213) 382-7310		
Ultimate Maintenance Services	Custodial	4646 Manhattan Beach Blvd. Suite C Lawndale, CA 90260			
Union Building Management Uniserve Facilities Services	Custodial	550 S. Hope St., Suite T200 Los Angeles, CA 90071	(213) 533-1000 Ext: 107		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CONTRACTING BIDDER'S LIST
(Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
Unisource Maintenance Supply	Custodial	13217 S. Figueroa St. Los Angeles, CA 90061	(626) 237-0173		
United Building Services	Custodial	10016 Pioneer Blvd., Suite 103 Sant Fe Springs, CA 90670	(562) 948-1886		
United Building Systems	Custodial	10450 Pioneer Blvd. Suite B Santa Fe Springs, CA 90670	(562) 204-0170		
United Maintenance Systems	Custodial	2140 W. Olympic Blvd., Suite 401 Los Angeles, CA 90006	(213) 365-9200		
Valley Light Industries Inc	Custodial	5358 Irwindale Ave., Unit B Baldwin Park, CA 91502	(626) 337-6200		
Vanguard Cleaning Systems Inc.	Custodial	1851 East First St. # 1040 Santa Ana, CA 92706	(714) 648-0136		
Ver-O-Roses Maintenance Inc.	Custodial	P. O. Box 93274 City Of Industry, CA 91715	(626) 839-6717	(626) 839-5334	
VSN Carpet Cleaning & Janitorial	Custodial	P. O. Box 78024 Corona, CA 92879	(909) 808-0814		
Walter A Soriano	Custodial	1940 ½ 35th St. Los Angeles, CA 90018	(213) 479-1145		
Webco Sweeping LLC	Custodial	60 W Main Ave., Suite 22 Morgan Hill, CA 95037	(408) 778-5411		
West Coast Business Products	Custodial	9749 Independence Ave. Chatsworth, CA 91311	(818) 341-2800 Ext 116		
West Coast Janitorial Services	Custodial	6745 Washington Ave., Suite 338 Whittier, CA 90601	(562) 464-1871		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
 CONTRACTING BIDDER'S LIST
 (Please Print)**

Company Name	Type of Service	Address	Phone #	Fax#	Email address
West Sanitation Services	Custodial	3882 Del Amo Blvd., Suite 602 Torrance, CA 90503	(310) 793-4242		
Wilson Commercial and New Construction Cleaning	Custodial	12441 Avocado Ave. Chino, CA 91710	(909) 465-0626		
Woods Maintenance Service Inc.	Custodial	7260 Atoll Ave. North Hollywood, CA, 91605	(818) 764-2515		
World Service West LA In Flight Service CO	Custodial	13620 Gramercy Pl. Gardena, CA 90249	(310) 641-2396		
WWC Window Cleaning Of Los Angeles Inc.	Custodial	180 Glendale Blvd. Los Angeles, CA 90026	(213) 977-9620 Ext 15		
Xpress Cleaning Co Inc	Custodial	4537 Fountain Ave., # 110 Los Angeles, CA 91947	(323) 664-0720		
Zion Industries Inc.	Custodial	39 East Hanover Ave., Suite C2 Morris Plains, NJ 07950	(973) 727-6213		

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES - AREA 4**

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Diamond Contract Services	Grace Building Maintenance	MBM Professional Janitorial	Lee's Maintenance	WWC Services of Los Angeles	Maxim Building Care	Reliable Building Maintenance
Total Number of Employees in Firm	980	90	216	270	9	25	69
Owners/Partner/Assoc. Partners							
Black/African American	1	0	0	1	3	0	0
Hispanic/Latin American	0	0	0	0	0	0	0
Asian or Pacific Islander	0	1	1	0	0	1	2
American Indian	0	0	0	0	0	0	0
Filipino	0	0	0	0	0	0	0
White	0	0	0	0	0	0	0
Total	1	1	1	1	3	1	2
Women (should be included in counts above and also reported here separately).	0	0	0	0	0	0	1
Managers							
Black/African American	8	0	0	4	0	0	1
Hispanic/Latin American	12	0	1	3	4	3	4
Asian or Pacific Islander	0	1	3	1	0	0	5
American Indian	0	0	0	0	0	0	0
Filipino	0	0	0	0	0	0	0
White	5	0	1	0	0	0	0
Total	25	1	5	8	4	3	10
Women (should be included in counts above and also reported here separately).	9	1	2	2	2	1	3
Staff							
Black/African American	161	0	3	22	1	4	9
Hispanic/Latin American	792	76	116	187	0	17	36
Asian or Pacific Islander	0	1	88	23	1	0	9
American Indian	0	0	0	0	0	0	0
Filipino	0	1	0	12	0	0	0
White	1	10	3	17	0	0	3
Total	954	88	210	261	2	21	57
Women (should be included in counts above and also reported here separately).	574	25	50	113	2	7	25
Percentage of Ownership							
Black/African American	100%	0%	0%	100%	100%	0%	0%
Hispanic/Latin American	0%	0%	0%	0%	0%	0%	0%
Asian or Pacific Islander	0%	100%	100%	0%	0%	100%	100%
American Indian	0%	0%	0%	0%	0%	0%	0%
Filipino	0%	0%	0%	0%	0%	0%	0%
White	0%	0%	0%	0%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	100%
Women (should be included in counts above and also reported here separately).	0%	0%	0%	100%	0%	0%	50%
Current Certification as Minority/Women-Owned Firm							
State of California	X	X			X		
City of Los Angeles	X			X			
Federal Government		X					
County of Los Angeles		X			X		

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

**PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS
PUBLIC LIBRARY**

CUSTODIAL SERVICES – AREA 4

The proposed contract would reduce the County's cost to provide Custodial Services by an estimated **\$75,593.00 (25%)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Supervisor	\$16.42 per hour	\$16.00 per hour
Custodian	\$13.41 per hour	\$9.64 per hour
Floor Care Technician	\$14.86 per hour	\$10.00 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	Yes
Retirement Plan	No
Dental Plan	Yes
Holidays	7 paid days per year
Sick Leave	5 paid days per year
Vacation	5 paid days per year
Life Insurance	No
Other	None

Contractor Health Plan Information

\$2.20 per hour per employee.

CIGNA HealthCare Benefits Plus Plan (Medical and Dental).



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GRACE BUILDING MAINTENANCE CO., INC.

FOR

**CUSTODIAL SERVICES
AREA 1**

**CONTRACT PROVISIONS
CUSTODIAL SERVICES – AREA 1**

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CUSTODIAL SERVICES – AREA 1**

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CUSTODIAL SERVICES – AREA 1**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
GRACE BUILDING MAINTENANCE CO., INC.
FOR
CUSTODIAL SERVICES
AREA 1**

This Contract and Exhibits made and entered into this ___ day of _____, 2007 by and between the County of Los Angeles, hereinafter referred to as County and **Grace Building Maintenance Co., Inc.**, hereinafter referred to as Contractor. **Grace Building Maintenance Co., Inc.** is located at **3580 Wilshire Blvd., Suite 1440, 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 Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Contractor's Obligation as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.14 EXHIBIT N - California Labor Code Sections 1060-1065

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the

parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 2.2 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, *Exhibit A*.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County:** Los Angeles County Department of Public Library
- 2.6 County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract. They are Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 County Librarian:** Director of Los Angeles County Department of Public Library.
- 2.8 County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.9 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.

- 2.10 Day(s):** Business day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Library:** Los Angeles County Department of Public Library
- 2.13 Library Staff:** Employees of Los Angeles County Department of Public Library.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of **(three and a half) 3 ½** years commencing after execution by the County Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of (five and a half) **5 ½** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall

be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B - Pricing Schedule, and Exhibit C - Contractor's Proposed Schedule*, and shall not exceed **\$218,652.00** for each year of this Contract, except as set forth in *Sub-paragraph 8.1 - Amendments*.

- 5.2 The Contractor will be paid the monthly contract fee of **\$18,221.00**, approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 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.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.

**5.5 No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any

such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

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

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

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

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

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**

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

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

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

5.6.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY COUNTY ADMINISTRATION

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

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

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

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

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

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

6.3 County Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contract Manager

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

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

7.1.3 The Contract Manager must have **three (3)** years of experience.

7.2 Approval of Contractor's Employees

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

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

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

7.3 Contractor's Employee Identification

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

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

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

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

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the

services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during term of this Contract, the County may require that all the Contractor's employees performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees passes or fails the background clearance investigation.

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

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

7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in

accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.3 The Contractor shall sign and adhere to the provisions of *Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement*.
- 7.6.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement*.
- 7.6.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Except as provided in Sub-paragraph 8.1.4, for any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The Board or Chief Administrative Officer (CAO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this

Contract. The County reserves the right to add and/or change such provisions as required by the Board or the CAO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

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

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms in

the current Contract shall extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever

without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within **thirty (30)** business days after the Contract's effective date, the Contractor shall provide the County with

the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

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

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

8.5.7 Copies of all written responses shall be sent to the County Contract 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 DISPLACED JANITOR OPPORTUNITY ACT

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

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser

number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject

to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment

or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to the Subcontractors of the Contractors.

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

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

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

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

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this

Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

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

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.17.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall

be repaid by the Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

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

transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 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.

8.21 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.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.23 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.

8.24 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.

8.24.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

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

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

8.24.2 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.

8.24.3 Failure to Maintain Coverage

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

8.24.4 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 twenty-four (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 Project 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.

8.24.5 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.

8.24.6 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.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 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

8.25.2 Automobile Liability insurance 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".

8.25.3 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

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the County Librarian or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are correctable by the Contractor over a certain time span, the

County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) 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 specified in *Appendix C – Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (3) 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.

8.26.3 The action noted in Sub-paragraph 8.26.2 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.

8.26.4 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 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 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.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 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.

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

8.28.3 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.

- 8.28.4 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.
- 8.28.5 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.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 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.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 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.

8.33 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 provided in *Exhibit I – Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information

obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to *Sub-paragraph 8.38 - 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.

- 8.36.2 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.

8.37 PUBLICITY

- 8.37.1 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 Contract Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts

due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in their sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of

payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

8.40.2 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.
- 8.40.3 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.
- 8.40.4 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.
- 8.40.5 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.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontractor by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 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.
- 8.40.8 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: the County Contract Project Manager at

the address identified in *Exhibit E - County Administration*, before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in *Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program*, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to *Sub-paragraph 8.43 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

8.42.2 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.

8.42.3 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 8.38 - Record Retention and Inspection/Audit Settlement*.

8.43 TERMINATION FOR DEFAULT

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, 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.

8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean the Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-paragraph 8.42 - Termination for*

Convenience.

8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 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.

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

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 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.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by

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

8.48 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.

8.49 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 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 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.

8.50.2 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.

8.51 FORCE MAJEURE

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the

provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically

travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K – Monthly Certification for Applicable Health Benefit Payments* and *Exhibit L – Payroll Statement of Compliance*), or other form approved by the County which contains the above information. The County reserves the

right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 County Auditing of Contractor Records

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

have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and to 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 the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages

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

c. Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified

monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment

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

b. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature

and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment

In the event the Contractor breaches a requirement of this 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, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of,

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

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

9.3.3 The Contractor shall not willfully and knowingly make a

false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

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

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

CONTRACTOR: GRACE BUILDING
MAINTENANCE CO., INC.

By BYEONGUK JEONG
Name

PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By David Beaudet
David Beaudet
Deputy County Counsel

STATEMENT OF WORK (SOW)
CUSTODIAL SERVICES – AREA 1

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STATEMENT OF WORK (SOW)
CUSTODIAL SERVICES - AREA 1**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover the **nine (9)** County of Los Angeles Public Libraries located in **Area 1** listed in Attachment I. Attachment I is a listing of the Library Facilities to be serviced showing an approximate breakdown of total square footage, glass, tile, carpet and parking lot areas for each library facility to be cleaned. The column titled "Library Hours" provides the hours during which the library facilities are open to the public. Upon commencement of the Contract, the Contractor is required to provide after hours custodial services every day that a library facility is open.

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

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities and/or work hours serviced as listed on Attachment I. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor of any such variations, in writing, at least ten (10) business days prior to the effective date of the modification. **Note:** *Appendix D – Required Forms, Exhibit 11 – Pricing Schedule*, in the Contract requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. The Contractor shall be compensated for the maintenance of additional library facility(ies) designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate shall not exceed the cost to provide custodial services for a similar size library facility being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected library facilities. The County will determine the need for modification referenced herein. The

County Librarian or his/her designee has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any library facility added in the amendment.

- 2.2 All Changes must be made in accordance with *Sub-paragraph 8.1 - Amendments of the Contract*.

3.0 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 Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that the Contract requirements are being met.
- 3.2 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.
- 3.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.
- 3.4 The Contractor shall maintain and keep current all scheduled **Custodial Services Major Cleaning Monitoring Report Forms** (Attachment II) annually. A copy of this form must be left at the circulation desk of each serviced library facility for job completion verification and satisfaction. A copy **must be** faxed to the attention of the County Contract Project Monitor the day after specified service is complete.
- 3.5 All complaints shall be addressed as soon as possible by the Contractor. The Contractor shall respond to a "call back" request

within two (2) hours of notification of the complaint. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirement Summary (PRS)* for non-compliance. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be assessed from the Contractor's monthly invoice.

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

4.0 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 8.0 - Standard Terms and Conditions, Sub-paragraph 8.16 - County's Quality Assurance Plan*.

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue a meeting may be scheduled during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Annual Evaluation

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

4.3 Contract Discrepancy Report

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

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

4.4 County Observations

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

5.0 DEFINITIONS

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

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

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

5.3 Contractor: The sole proprietor, partnership, or corporation that has

entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 5.4 **Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 **County:** Los Angeles County Department of Public Library
- 5.6 **County Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 5.7 **County Librarian:** Director of Los Angeles County Department of Public Library.
- 5.8 **County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 5.9 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.10 **Day(s):** Business days unless otherwise specified.
- 5.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.12 **Library:** Los Angeles County Department of Public Library
- 5.13 **Library Facility(ies):** Library Location
- 5.14 **Library Staff:** Employees of the Los Angeles County Department of Public Library.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, *Paragraph 6.0 - Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.1 - Amendments.*

6.2 Furnished Items

6.2.1 KEYS

The County will provide two (2) sets of keys for access, at no cost to the Contractor, to all library facilities in **Area 1**. The Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County Contract Project Manager upon termination of the agreement. **At no time are the keys to be duplicated by the Contractor.** Any lost key(s) will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key is returned. The Contractor accepts full responsibility for all keys issued.

6.2.2 UTILITIES

The County will provide all utilities, including gas, electricity, and water. At no time are County telephones, computers or any County peripherals to be used for personal use. The County shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispenser, etc. The Contractor shall inform the County of any repairs required for these fixtures within twenty-four (24) hours of their discovery.

6.2.3 STORAGE

The County will provide a storage area to the Contractor as determined by the County when available. The existing storage

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

CONTRACTOR

6.3 Contract Manager

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

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

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

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

6.4 Personnel

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

6.4.2 The Contractor shall be required to background check their employees as set forth in *Sub-paragraph 7.4 - Background and Security Investigation*, of the Contract.

6.4.3 The Contractor is responsible for ensuring that **only** personnel assigned to the contract or the Contractor's specialty crew employees are permitted in the library facilities at all times. Refer to *Appendix C - Technical Exhibits, Exhibit 2 -*

Performance Requirement Summary (PRS) for non-compliance.

- 6.4.4 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.
- 6.4.5 No person employed by the Contractor and assigned to the County shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the facilities. The County further reserves the right to conduct a background investigation of the Contractor's employees at any time and to bar such employees from the library facilities under appropriate circumstances. The Contractor and Contractor employees working in the library facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.
- 6.4.6 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in this Contract.
- 6.4.7 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or

operational request from the County.

6.5 Uniforms and Identifications Badges

6.5.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Contract Project Director or his/her designee, will be provided by and at the Contractor's expense.

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

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

6.6 Materials and Equipment

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

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

6.6.3 The Contractor is required to keep all equipment used to

maintain the library facilities in a safe and operable way. All equipment shall be checked daily for safety.

6.7 Training

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

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

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

6.8 Contractor's Office

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

6.8.1 Business Hours

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

6.8.2 After-Hours

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

6.9 Contractor's Damage

The Contractor shall repair or replace all damages incurred to existing

library facilities by the Contractor's employees at the Contractor's expense either by the Contractor or by the County, whichever the County deems appropriate. All such repairs or replacements shall be completed within the agreed upon time frame.

6.10 Emergency Procedures

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

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day, which may vary according to Attachment I. The Contractors usually do not work on County-recognized holidays. The Contractor will require prior approval by the County Contract Project Manager to work on County-recognized holidays. The County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

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

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

9.0 UNSCHEDULED WORK

9.1 The County Contract Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but

not limited to, repairs and replacements (i.e., vandalism, acts of God, and third party negligence) when the need for work arises out of extraordinary incidents or to add to, modify or refurbish existing library facilities.

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

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

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

9.5 Special Events

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

9.6 Additional/Specialty As Needed Services

The Contractor shall provide "Additional/Specialty As Needed Services" to all library facilities when it is requested. "Additional/Specialty As Needed Services" is work that is requested by the County in addition to the Annual Scheduled Major Cleaning (i.e.

carpet cleaning, strip and wax, etc.). Refer to *Appendix D – Required Forms, Exhibit 11 – Pricing Schedule* for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be completed. The County Contract Project Monitor can establish an allotted timeframe when the service can be completed.

9.7 Call Back

The Contractor must have capabilities for “call back” work for emergencies. The Contractor must respond to emergencies within two (2) hours of notification. An hourly “call back” rate must be specified in *Appendix D – Required Forms, Exhibit 11A - Contractor’s Proposed Schedule*. In the event the Contractor does not respond to a “call back” request within the time specified herein, the Contractor will be paid for the “call back” at the regular employee hourly rate instead of the “call back” rate specified in the Contractor’s Proposed Schedule. Upon completion of a “call back” requested service, the Contractor must notify the County Contract Project Monitor. Refer to *Appendix C - Technical Exhibit, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

9.9.1 A **Call Back Request Slip** (Attachment III) will be provided to the library staff once the request is made. The Contractor’s employee must sign-in upon arrival and sign-out when the “call back” work is completed and/or upon departure. The library staff will forward the **Call Back Request Slip** to the County Contract Project Monitor once work is verified to be complete. This will ensure that the Contractor responded within the required time.

10.0 SIGN-IN REQUIREMENTS

For security purposes, the Contractor employee(s) assigned to work at a library facility for this contract is required to sign-in at their **start time** and **end time** of their **daily** work shift with an **ink pen (black/blue)** at each library facility they are servicing. A **Custodial Services Employee Sign-In Log**

(Attachment IV) will be provided at each library facility for the Contractor employee(s). It is imperative that the Contractor's employee(s) sign-in and out on the exact date and list the **actual time** that the respective library facility was serviced. The library staff submits the **Custodial Services Employee Sign-In Logs** to the County Contract Project Monitor monthly. **NOTE: Custodial Services Employee Sign-In Logs** that are signed cumulatively and in pencil are unacceptable, Refer to *Appendix C - Technical Exhibit, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance. Copies of the **Custodial Services Employee Sign-In Logs** must be maintained at the Contractor's office for the period of the contract term.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

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

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day. The Contractor's employees are required to vacuum; spot clean where needed all carpeted areas (including corners) daily. The Contractor's employees are required to sweep, mop (including cleaning of cove base moldings), buff where needed, remove scuff marks where needed, all tiled areas daily. The Contractor's employees are required to shampoo all carpeted areas and strip and wax all tiled floors according to the annual Major Cleaning Schedule. The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean all soap covers, toilet seat covers and paper dispensers;
- Clean and polish all metal dispensers such as paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and handicapped rails;
- Refill all soap, seat covers, and paper dispensers;
- Spot clean walls, ceilings, partitions, and doors;

- Clean face basins, mirrors and all chrome surfaces;
- Mop floors (including corners) using appropriate cleaning materials;
- Clean and sanitize toilet seats (including base), bowls, and urinals (including base) using appropriate cleaning materials;
- Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
- Clean exposed plumbing fixtures;
- Clean inside and outside of doors kick plates, and knobs;
- Remove graffiti from partitions, walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.2 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

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

- Clean and polish all metal, such as frames, door handles, railings, etc.;
- Clean front interior entrance, door mats and surrounding areas;
- Spot clean upholstered furniture where needed;
- Spot clean carpet where needed;
- Spot clean partition panels, wall coverings where needed;
- Remove graffiti from interior walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.3 LUNCH ROOM AND LOUNGE

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

11.4 LOBBIES, CORRIDORS, AND ELEVATORS

- Sweep and mop (including corners) all non-carpeted floor surfaces;
- Vacuum all carpeted areas (including corners);
- Spot clean carpet where needed;
- Clean entrance door (including both sides of the glass) and partition glass;

- Clean walls, doors, and tracks;
- Spot clean walls where needed;
- Remove graffiti from doors, shelves, walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.5 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Remove trash in the parking lot such as cans, bottles, paper, wrappers, gum, etc.;
- Remove trash and sweep walkways and all adjacent areas of building (including planters);
- Empty and wipe all outside trash receptacles, and cigarette urns (where applicable);
- Clean outside book drops and mail slots.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed *weekly* (unless otherwise stated) during hours the library facility is not open to the public.

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

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

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

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

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

13.0 ANNUAL SCHEDULED MAJOR CLEANING SERVICES

Within thirty (30) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Annual Major Cleaning Services Schedule. This schedule shall list the month and week that each Major Cleaning Service shall

be conducted and must be strictly adhered to. In the event services are not completed within a five (5) day grace period, refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*. If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must present the schedule change with an explanation in writing to the County via fax, mail, or email. Any changes must be approved by the County Contract Project Manager.

The Contractor shall notify the County Contract Project Monitor via phone, fax, or email two (2) business days before the Major Cleaning is performed at each library facility to ensure that the library staff is notified to prepare for the major cleaning. The Contractor employee shall leave a **Custodial Services Major Cleaning Monitoring Report Form** (Attachment II) on the circulation desk of each library facility serviced. In addition, the Contractor shall fax a copy to the County Contract Project Monitor on the day following the completed service. **Note: Deviation from the utilization of the Custodial Services Major Cleaning Monitoring Report Form (Attachment II) shall result in a fee assessment as indicated in *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*.** All completed services shall be evaluated and approved by the Community Library Manager (CLM) of each library facility. Confirmation of services **shall not** be acknowledged by the County until a signed copy by the CLM has been received by the County Contract Project Monitor.

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

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

13.1 FLOORS

- Strip and wax floors every three (3) months (four times a year);
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile

types;

- Wax and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
- Return all furniture to its original position after the floors are cleaned.

13.2 CARPET

- Shampoo carpet every four (4) months (three times a year);
- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types;
- Return all furniture to its original position after the carpet is shampooed.

13.3 WINDOWS

- Clean windows and glass over 6 ft high every six (6) months (two times a year);
- Clean thoroughly all windows and glass over 6 ft high using appropriate cleaning materials;
- Clean thoroughly all window sills and ledges;
- All windows are to be cleaned with no inconvenience to the library staff.

13.4 CEILING AIR VENTS

- Clean ceiling air vents every six (6) months (two times a year);
- Remove and clean thoroughly all covers using appropriate cleaning materials;
- Vacuum air vents thoroughly.

13.5 LIGHT FIXTURES

- Clean light fixtures (frames and lens) once a year;
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials;

- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures to the County Contract Project Monitor the next day upon discovery.

13.6 WINDOW BLINDS

- Clean window blinds every six (6) months (two times a year);
- Dust and clean thoroughly all window blinds using appropriate cleaning materials.

13.7 FURNITURE

- Shampoo upholstered furniture and clean plastic and vinyl covered chairs every six (6) months (two times a year);
- Shampoo and remove stains thoroughly all upholstered furniture using appropriate cleaning materials for various upholstery types;
- Clean thoroughly all plastic and vinyl covered chairs using appropriate cleaning materials.

14.0 SUPPLY REQUIREMENTS

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

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

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

- Must provide deodorant cakes and/or deodorizers upon County Contract Project Monitors request only.

15.0 CUSTODIAL SERVICE MONITORING REPORTS

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

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

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

Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel 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) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) business day's written notice with or without cause, as provided for in the Contract, *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.42 - Termination for Convenience.*

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**ATTACHMENTS FOR
STATEMENT OF WORK (SOW)**



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 1
Library Facilities - (9)

*Estimated Square Footage

Revised: 12/19/06

<u>Library Information</u>		<u>Library Hours</u>	
1	Agoura Hills Library 29901 Ladyface Court Agoura Hills, CA 91301	Monday	10:00 A.M.- 8:00 P.M.
		Tuesday	10:00 A.M. - 8:00 P.M.
		Wednesday	10:00 A.M. - 8:00 P.M.
		Thursday	11:00 A.M. - 5:00 P.M.
		Friday	10:00 A.M. - 5:00 P.M.
		Saturday	10:00 A.M. - 5:00 P.M.
		Sunday	CLOSED
	Total Square Feet:		17,722 sq ft
	Glass:		2,547 sq ft
	Tile:		3,962 sq ft
	Carpet:		12,409 sq ft
	Parking lot:		0 sq ft
	Number of light fixtures:		421
2	Canyon Country Library 18601 Soledad Canyon Road Santa Clarita, CA 91351	Monday	10:00 A.M. - 8:00 P.M.
		Tuesday	10:00 A.M. - 8:00 P.M.
		Wednesday	10:00 A.M. - 8:00 P.M.
		Thursday	10:00 A.M. - 6:00 P.M.
		Friday	10:00 A.M. - 6:00 P.M.
		Saturday	10:00 A.M. - 5:00 P.M.
		Sunday	CLOSED
	Total Square Feet:		12,864 sq ft
	Glass:		1,313 sq ft
	Tile:		6,824 sq ft
	Carpet:		5,625 sq ft
	Parking lot:		0 sq ft
	Number of light fixtures:		292
3	Lake Los Angeles Library 16921 East Avenue O, #A Palmdale, CA 93591	Monday	11:00 A.M. - 7:00 P.M.
		Tuesday	11:00 A.M. - 7:00 P.M.
		Wednesday	10:00 A.M. - 6:00 P.M.
		Thursday	10:00 A.M. - 6:00 P.M.
		Friday	10:00 A.M. - 6:00 P.M.
		Saturday	10:00 A.M. - 5:00 P.M.
		Sunday	CLOSED
	Total Square Feet:		3,245 sq ft
	Glass:		310 sq ft
	Tile:		702 sq ft
	Carpet:		2,184 sq ft
	Parking lot:		0 sq ft
	Number of light fixtures:		35



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 1
Library Facilities - (9)

Library Information**Library Hours**

4	<p>Lancaster Library 601 W. Lancaster Blvd. Lancaster, CA 93534</p> <p>Total Square Feet: 48,721 sq ft Glass: 1,788 sq ft Tile: 19,643 sq ft Carpet: 29,078 sq ft Parking lot: 93,852 sq ft Number of light fixtures: 1,379</p>	<p>Monday 10:00 A.M. - 8:00 P.M. Tuesday 10:00 A.M. - 8:00 P.M. Wednesday 10:00 A.M. - 8:00 P.M. Thursday 10:00 A.M. - 5:00 P.M. Friday 10:00 A.M. - 5:00 P.M. Saturday 11:00 A.M. - 5:00 P.M. Sunday CLOSED</p>
5	<p>Valencia Library 23743 West Valencia Blvd. Santa Clarita, CA 91355</p> <p>Total Square Feet: 23,966 sq ft Glass: 1,120 sq ft Tile: 8,530 sq ft Carpet: 13,700 sq ft Parking lot: 13,434 sq ft Number of light fixtures: 240</p>	<p>Monday 10:00 A.M. - 9:00 P.M. Tuesday 10:00 A.M. - 9:00 P.M. Wednesday 10:00 A.M. - 9:00 P.M. Thursday 10:00 A.M. - 9:00 P.M. Friday 10:00 A.M. - 6:00 P.M. Saturday 10:00 A.M. - 5:00 P.M. Sunday 1:00 P.M. - 5:00 P.M.</p>
6	<p>Little Rock Library 35119 80th Street East Little Rock, CA 93543</p> <p>Total Square feet: 3,680 sq ft Glass: 50 sq ft Tile: 2,335 sq ft Carpet: 1,345sq ft Parking lot: 24,300 sq ft Number of light fixtures: 48</p>	<p>Monday 11:00 A.M. - 7:00 P.M. Tuesday 11:00 A.M. - 7:00 P.M. Wednesday 10:00 A.M. - 5:00 P.M. Thursday 10:00 A.M. - 5:00 P.M. Friday 10:00 A.M. - 5:00 P.M. Saturday 10:00 A.M. - 5:00 P.M. Sunday CLOSED</p>



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 1
Library Facilities - (9)

<u>Library Information</u>		<u>Library Hours</u>	
7	<p>Newhall Library 22704 West Ninth Street Santa Clarita, CA 91321</p> <p>Total Square Feet: 4,842 sq ft Glass: 372 sq ft Tile: 2,100 sq ft Carpet: 2,317 sq ft Parking lot: 5,590 sq ft Number of light fixtures: 85</p>	<p>Monday 10:00 A.M.- 8:00 P.M. Tuesday 10:00 A.M. - 8:00 P.M. Wednesday 10:00 A.M. - 8:00 P.M. Thursday 11:00 A.M. - 6:00 P.M. Friday 10:00 A.M. - 6:00 P.M. Saturday 10:00 A.M. - 5:00 P.M. Sunday CLOSED</p>	
8	<p>Quartz Hills Library 42018 North 50th Street West Quartz Hills, CA 93536</p> <p>Total Square Feet: 3,530 sq ft Glass: 520 sq ft Tile: 2,346 sq ft Carpet: 1,184 sq ft Parking lot: 6,500 sq ft Number of light fixtures: 38</p>	<p>Monday 10:00 A.M. - 5:00 P.M. Tuesday 10:00 A.M. - 8:00 P.M. Wednesday 10:00 A.M. - 8:00 P.M. Thursday 10:00 A.M. - 5:00 P.M. Friday 11:00 A.M. - 5:00 P.M. Saturday 10:00 A.M. - 5:00 P.M. Sunday CLOSED</p>	
9	<p>Malibu Library 23519 West Civic Center Way Malibu, CA 90265</p> <p>Total Square feet: 16,530 sq ft Glass: 425 sq ft Tile: 3,980 sq ft Carpet: 11,920 sq ft Parking lot: 0 sq ft Number of light fixtures: 756</p>	<p>Monday 10:00 A.M. - 8:00 P.M. Tuesday 10:00 A.M. - 8:00 P.M. Wednesday 10:00 A.M. - 6:00 P.M. Thursday 10:00 A.M. - 6:00 P.M. Friday 10:00 A.M. - 5:00 P.M. Saturday 10:00 A.M. - 5:00 P.M. Sunday CLOSED</p>	

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
MAJOR CLEANING MONITORING REPORT

FOR CONTRACTOR'S USE ONLY:

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped and Waxed
- Carpet Shampooed
- Blinds Cleaned
- Windows Cleaned (Interior and Exterior)
- Light Fixtures Cleaned
- Furniture Cleaned/Polished/Shampooed
- Ceiling Air Vents Cleaned

PLACE FORM ON THE CIRCULATION COUNTER WHERE EASILY SEEN

INSTRUCTION TO LIBRARY STAFF:

PLEASE SIGN AND FAX THIS FOR IMMEDIATELY TO:

Contracting Services
LHQ - Facilities Services
(562) 803-0016

CLM's Name(Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Comments:

THANK YOU FOR THE OPPORTUNITY OF SERVING YOU

CONTRACTING STAFF ONLY

Comments:

Logged and Filed COMPLETE Notified Contractor of unsatisfactory work Follow-up (F/U Complete)
Date: _____

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CALL BACK REQUEST SLIP

Date of Request: _____ Time Request Received: _____

Requested By: _____

Library Name: _____ Fax No#: _____

Contractor Company Name: _____ Area: _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

INSTRUCTION TO LIBRARY STAFF:
Please ensure that custodial staff signs-in immediately upon arrival and signs-out when work is complete. Please initial on both arrival and departure times.

Time of Arrival: _____ a.m. / p.m. Custodian Name(Print): _____

Time of Departure: _____ a.m. / p.m. Custodian Initial: _____ Library Staff Initial: _____

LIBRARY STAFF USE ONLY

Your signature below indicates that the call back request has been completed.

Staff Name (Print): _____

Staff Signature: _____ Date: _____

FAX THIS FORM IMMEDIATELY TO:

Contracting Services
LHQ - Facilities Services
(562) 803-0016

CONTRACTING STAFF ONLY

Comments: _____

Total Hours: _____

INVOICE RECEIVED:

Invoice No.:

Loaded - COMPLETE

PUBLIC LIBRARY CUSTODIAL MONITORING REPORT

ATTACHMENT V

Library Name: _____ Cost Code: _____ Reported By: _____

Reporting Period From: _____ To: _____ Signature: _____

Please indicate with a check mark if work is Satisfactory (S) or Unsatisfactory (UN) or Not Done (ND).

	SUN			MON			TUE			WED			THUR			FRI			SAT			
	S	UN	ND	S	UN	ND	S	UN	ND	S	UN	ND										
RESTROOMS (Check daily)																						
Cleaned/Sanitized toilet seats, bowls, urinals, sinks, face basins, mirrors, walls, partitions, and all chrome/metal surfaces and dispensers.																						
Swept and mopped floors.																						
Refilled soap, seat covers, and all dispensers with sufficient supplies.																						
Trash receptacles emptied, sanitized and plastic liners replaced.																						
LIBRARY/MEETING ROOMS/STAFF AREAS																						
Trash receptacles emptied, sanitized, and plastic liners replaced.																						
Swept and mopped all non-carpeted floors.																						
Vacuumed all carpeted areas.																						
Performed High/Low dusting.																						
Cleaned all surfaces (tables, doors, counters, etc.)																						
Sanitized and polished water fountains.																						
Refilled paper supplies in all dispensers.																						
PARKING LOTS/OUTSIDE																						
Emptied trash receptacles and cigarette urns.																						
Picked-up trash in parking lots, walkways, and adjacent areas of building.																						
Cleaned outside book drop and mail slots.																						
MISCELLANEOUS																						
Removed light graffiti from all areas.																						
Maintained custodial closet clean and with sufficient supplies.																						
WEEKLY CLEANING (Check weekly)																						
Cleaned windows 6' high or less inside/outside.																						
Cleaned handrails and swept steps.																						
Hose down sidewalks and adjacent walkways.																						
Spot cleaned the carpet throughout the library.																						

Comments: (Only when unsatisfactory or not done)

Please FAX this completed form to: Contracting Services
 Library Headquarters, Facility Services at (562) 803-0016

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Sections found in: **Contract = Contract** **SOW = EXHIBIT A - Statement of Work**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 7.2.2	Contractor - Personnel	Prove sufficient employees to perform required work on designated shifts.	Inspection and Observation	\$50 per occurrence
Contract: Section 7.2.2	Contractor - Personnel	Provide Principal Custodial/ must understand English.	Inspection and Observation	\$50 per occurrence
Contract: Section 7.5	Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$50 per occurrence
Contract: Section 8.24	General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.25	Insurance Coverage Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-paragraph 8.28	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Section 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$100 per occurrence; possible termination for default of contract.
Contract: Section 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection & Documentation	\$100 per occurrence, per employee
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Sub-paragraph 9.1.7, Sub-division 1.	Observation & monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Sub-paragraph 9.1.7, Sub-division 2	Observation & monthly monitoring reports	\$50 per occurrence
Contract: Section 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Sub-paragraph 9.1.8	Observation & monthly monitoring reports	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 3.0	Quality Control Plan	County acceptance of Plan	Receipt of document	\$150 per occurrence
SOW: Section 4.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.2.1	Furnished Items - Keys/Key Cards	Secure and maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Section 6.2.2	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.2.3	Furnished Items – Provided Storage Area	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.3	Contractor - Contract Manager	Provide a Contract Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.4.3	Contractor - Personnel	Contractor Personnel have access to County facilities and only allowed in County facilities during work shifts.	Observation	\$50 per occurrence
SOW: Section 6.4.4	Contractor - Personnel	County's request of Contractor employee removal.	Inspection and Observation	\$50 per occurrence
SOW: Section 6.5	Uniforms and Identification Badge	Contractor must provide Uniforms and ID badges.	Inspection and Observation	\$50 per occurrence
SOW: Section 6.6	Materials and Equipment	Contractor must provide safe materials and equipment to provide the needed services.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 6.7	Training	Contractor must provide Training Programs for current and new employees.	Provide copies of Programs upon County request	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 6.8	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 30 minutes.	Inspection and Observation	\$100 per occurrence
SOW: Section 6.8.1	Contractor's Office - Business Hours	Contractor's office must be staffed during business hours (8-5 Monday-Friday). When closed, must have answering service to respond to County calls within 30 minutes.	Provide copies of Programs upon County request	\$150 per occurrence
SOW: Section 6.8.2	Contractor's Office - After Hours	Contractor's office must have answering service after hours to respond to County calls within 30 minutes.	Provide copies of Programs upon County request	\$150 per occurrence
SOW: Section 6.9	Contractor's Damage	Contractor shall repair or replace all damages incurred to the library facilities at Contractor's expense.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 7.0	Hours/Days of Work	Contractor employees are to perform services at the close of each facilities work day.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 8.0	Work Schedule	Contractor to maintain staffing in all facilities at the hours/shift specified in the Contractor's Staffing Plan.	Inspection and Observation	\$100 per occurrence
SOW: Section 9.5	Special Events	100 % Completion of Required Services.	Inspection & Observation	\$150 per occurrence
SOW: Section 9.6	Additional/Specialty As Needed Services	100 % Completion of Required Services.	Inspection & Observation	\$150 per occurrence
SOW: Section 9.7	Call Backs	100 % Completion of Required Services. Must respond within 2 hours of notice.	Inspection & Observation	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor to maintain daily sign-in log with arrival/departure, lunch/break of employee's times.	Inspection of Log	\$50 per occurrence
SOW: Section 11.0	Daily Work Requirements	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.1	Daily Work Requirements – Restrooms (Staff and Public)	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.2	Daily Work Requirements – Main Library and Meeting Rooms	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.3	Daily Work Requirements – Lunch Room and Lounge	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.4	Daily Work Requirements – Lobbies, Corridors, and Elevators	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.5	Daily Work Requirements – Parking Lots, Outdoor and Surrounding Areas	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.0	Weekly Work Requirements	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.1	Weekly Work Requirements – Main Library and Meeting Rooms	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.2	Weekly Work Requirements – Parking Lots, Outdoor and Surrounding Areas	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 13.0	Major Cleaning Services - Schedule	Contractor must submit a Major Cleaning Service Schedule Annually.	Inspection & Observation	\$100 per occurrence per facility
SOW: Section 13.0	Major Cleaning Services – Completion	100 % Completion of Required Services	Receipt of Document	\$200 per occurrence per facility

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 13.0	Major Cleaning Services – Monitoring Forms	Contractor must submit a Major Cleaning Monitoring Report Form after completion of the Major Cleaning for each library facility.	Receipt of Document	\$100 per occurrence per facility
SOW: Section 13.1	Major Cleaning Services – Floors	100 % Completion of Required Services –Scheduled 4 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.2	Major Cleaning Services – Carpet	100 % Completion of Required Services –Scheduled 3 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.3	Major Cleaning Services – Windows	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.4	Major Cleaning Services – Ceiling Air Vents	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.5	Major Cleaning Services – Light Fixtures	100 % Completion of Required Services –Scheduled 1 time a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.6	Major Cleaning Services – Window Blinds	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility .
SOW: Section 13.7	Major Cleaning Services – Furniture	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 14.0	Supply Requirements	100 % of Required Services	Inspection & Observation	\$50 per occurrence per facility
SOW: Section 15.0	Custodial Services Monitoring Reports	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence per facility

PRICING SCHEDULE

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Malibu

Hours of service at this library:

Supervisor: 6 hours per month
 Working supervisor: 16 hours per month
 Custodian: 110 hours per month
 Floor care worker: 11 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>750.00</u>	Window Cleaning	\$ <u>375.00</u>
Carpet Shampoo/ Extraction	\$ <u>2,000.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>250.00</u>
Light Fixtures	\$ <u>437.50</u>	Ceiling & Air Vents	\$ <u>375.00</u>
Panel/Wall Shampoo	\$ <u>812.50</u>	Power Washing	\$ <u>375.00</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred ten dollars per day (\$ 110.00 per day)
 (write out amount in full) (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Quartz Hill

Hours of service at this library:

Supervisor: 5 hours per month
 Working supervisor: 12 hours per month
 Custodian: 40 hours per month
 Floor care worker: 3 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>250.00</u>	Window Cleaning	\$ <u>125.00</u>
Carpet Shampoo/ Extraction	\$ <u>437.50</u>	Polish/Clean/ Shampoo Furniture	\$ <u>125.00</u>
Light Fixtures	\$ <u>125.00</u>	Ceiling & Air Vents	\$ <u>250.00</u>
Panel/Wall Shampoo	\$ <u>250.00</u>	Power Washing	\$ <u>125.00</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Twenty five dollars per day (\$ 25.00 per day)
 (write out amount in full) (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Newhall

Hours of service at this library:

Supervisor: 4 hours per month
 Working supervisor: 12 hours per month
 Custodian: 40 hours per month
 Floor care worker: 3 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>250.00</u>	Window Cleaning	\$ <u>125.00</u>
Carpet Shampoo/ Extraction	\$ <u>625.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>125.00</u>
Light Fixtures	\$ <u>125.00</u>	Ceiling & Air Vents	\$ <u>250.00</u>
Panel/Wall Shampoo	\$ <u>250.00</u>	Power Washing	\$ <u>125.00</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Twenty five dollars per day
 (write out amount in full)

(\$ 25.00 per day)
 (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Little Rock

Hours of service at this library:

Supervisor: 2 hours per month
 Working supervisor: 9 hours per month
 Custodian: 23 hours per month
 Floor care worker: 3 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>125.00</u>	Window Cleaning	\$ <u>62.50</u>
Carpet Shampoo/ Extraction	\$ <u>250.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>62.50</u>
Light Fixtures	\$ <u>62.50</u>	Ceiling & Air Vents	\$ <u>125.00</u>
Panel/Wall Shampoo	\$ <u>125.00</u>	Power Washing	\$ <u>62.50</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Twenty five dollars per day
 (write out amount in full)

(\$ 25.00 per day)
 (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Valencia

Hours of service at this library:

Supervisor: 7 hours per month
 Working supervisor: 20 hours per month
 Custodian: 160 hours per month
 Floor care worker: 13 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>1,750.00</u>	Window Cleaning	\$ <u>500.00</u>
Carpet Shampoo/ Extraction	\$ <u>1,250.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>250.00</u>
Light Fixtures	\$ <u>437.50</u>	Ceiling & Air Vents	\$ <u>687.50</u>
Panel/Wall Shampoo	\$ <u>750.00</u>	Power Washing	\$ <u>250.00</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred forty five dollars/day (\$ 145.00 per day)
 (write out amount in full) (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Lancaster

Hours of service at this library:

Supervisor: 10 hours per month
 Working supervisor: 25 hours per month
 Custodian: 240 hours per month
 Floor care worker: 20 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>3,750.00</u>	Window Cleaning	\$ <u>625.00</u>
Carpet Shampoo/ Extraction	\$ <u>2,500.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>437.50</u>
Light Fixtures	\$ <u>437.50</u>	Ceiling & Air Vents	\$ <u>687.50</u>
Panel/Wall Shampoo	\$ <u>875.00</u>	Power Washing	\$ <u>437.50</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Two hundred forty seven dollars/day (\$ 247.00 per day)
 (write out amount in full) (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Canyon Country

Hours of service at this library:

Supervisor: 4 hours per month
 Working supervisor: 12 hours per month
 Custodian: 75 hours per month
 Floor care worker: 3 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>625.00</u>	Window Cleaning	\$ <u>125.00</u>
Carpet Shampoo/ Extraction	\$ <u>1,000.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>125.00</u>
Light Fixtures	\$ <u>125.00</u>	Ceiling & Air Vents	\$ <u>250.00</u>
Panel/Wall Shampoo	\$ <u>375.00</u>	Power Washing	\$ <u>187.50</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Sixty nine dollars per day
 (write out amount in full)

(\$ 69.00 per day)
 (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Agoura Hills

Hours of service at this library:

Supervisor: 5 hours per month
 Working supervisor: 13 hours per month
 Custodian: 90 hours per month
 Floor care worker: 5 hours per month

Number of staff assigned to this library:

Supervisors: 1 Working supervisors: 1
 Custodians: 1 Floor care workers: 1

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	\$ <u>75.00</u>	Window Cleaning	\$ <u>187.50</u>
Carpet Shampoo/ Extraction	\$ <u>1,500.00</u>	Polish/Clean/ Shampoo Furniture	\$ <u>187.50</u>
Light Fixtures	\$ <u>125.00</u>	Ceiling & Air Vents	\$ <u>250.00</u>
Panel/Wall Shampoo	\$ <u>375.00</u>	Power Washing	\$ <u>250.00</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

Ninety three dollars per day
 (write out amount in full)

(\$ 93.00 per day)
 (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

**REQUIRED FORMS – EXHIBIT 11A
CONTRACTOR'S PROPOSED SCHEDULE**

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library facilities.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS
(AFTER LIBRARY HOURS CLEANING)

ANNUAL FEE FOR EACH CONTRACT YEAR (same amount for each year)

Two Hundred Eighteen Thousand and
Six Hundred Fifty Two Dollars

_____ (\$ 218,652.00 per year)

(write out in full)

(use figures)

REQUIRED FORMS – EXHIBIT 11A
CONTRACTOR'S PROPOSED SCHEDULE

MAKE UP OF STAFF ASSIGNED TO SERVICE LIBRARIES IN THIS RFP:

FULL TIME EMPLOYEES:

Number of supervisors: 0.3 Hourly Wage: \$ 13.75

Number of working supervisors: 0.7 Hourly Wage: \$ 13.75

Number of custodians: 4 Hourly Wage: \$ 11.84

Number of floor care technicians: 1 Hourly Wage: \$ 11.84

NON-FULL-TIME EMPLOYEES (MAJOR CLEANING EMPLOYEES/ SPECIALTY EMPLOYEES/ AS NEEDED SERVICES EMPLOYEES, ETC.)

Number of supervisors: N/A Hourly Wage: N/A

Number of working supervisors: N/A Hourly Wage: N/A

Number of custodians: N/A Hourly Wage: N/A

Number of floor care technicians: N/A Hourly Wage: N/A

Number of window care technicians: N/A Hourly Wage: N/A

FLAT "CALL BACK" RATE: \$ 35.00 per hour

FLAT "AS NEEDED SERVICE" RATES: See *Exhibit 11 - Pricing Schedule* of each facility (Library).

Respectfully submitted,

Grace BUilding Maintenance Co.
Firm or Corporate Name

By: 

Los Angeles, California

Date: 04/05/07

Address: 3580 Wilshire Blvd. Suite 1440
Los Angeles, CA 90010

Phone: (213) 386-2003

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Grace Building Maintenance Co., Inc.

Company Name

3580 Wilshire Blvd., Suite 1440, Los Angeles, CA 90010

Address

33-0714328

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



Signature

1/4/2007

Date

Byeong U. Jeong, President

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8481
Facsimile: (562) 803-0016
E-Mail Address: roseg@gw.colapl.org

COUNTY PROJECT MANAGER:

Name: Tryphenia V. Funches
Title: Contract Services Coordinator
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: tfunches@gw.colapl.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Leticia C. Isunza
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address: Lisunza@gw.colapl.org

Name: Marcia Kenny
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6919
Facsimile: (562) 803-0016
E-Mail Address: mkenny@gw.colapl.org

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

**FORMS REQUIRED AT THE TIME OF
CONTRACT EXECUTION**

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. 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 employment, 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: _____

CONTRACTOR EMPLOYEE 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. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE 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. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: GRACE BUILDING MAINTENANCE CO., INC.			
Company Address: 3580 WILSHIRE BLVD., SUITE 1440			
City: LOS ANGELES	State: CA	Zip Code:	90010
Telephone Number: (213) 386-2003			
Solicitation For <u>CUSTODIAL</u> Services:			

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

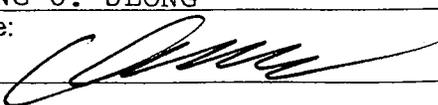
Print Name: BYEONG U. JEONG	Title: PRESIDENT
Signature: 	Date: 1/4/2007

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

**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 también está 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 redamar 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, infórmelo
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.

UNIQUE EXHIBITS

EXHIBIT J

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

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

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per week.

- E. **“Proposition A contract” means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.**

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.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

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

2.201.050 Other provisions.

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

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- 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, **in accordance with Section 2.202.040 of this code.**

2.201.090 Exceptions.

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

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

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

2.201.100 Severability.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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.)

EXHIBIT K

**MONTHLY CERTIFICATION FOR
APPLICABLE HEALTH BENEFIT PAYMENTS**



EXHIBIT K

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor Subcontractor
 Address: (Street, City, State, Zip) _____
 (2) Payroll No.: _____ (4) From payroll period: ____/____/____ to payroll period: ____/____/____ (5) For Month Ending: ____/____/____
 (3) Work Location: _____ (6) Department Name: _____ (7) Contract Service Description: _____
 (8) Contract Name & Number: _____ (9) Contractor Health Plan Name(s): _____ (10) Contractor Health Plan ID Number(s): _____

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate Health Benefits Paid (16+18)	
		1	2	3	4	5							
1													
2													
3													
4													
5													
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 Authorized Name:													
Total (This Page)													
Grand Total (All Pages)													

Authorized Signature: _____ Date: ____/____/____ Title: _____ Telephone Number (include area code) (____) _____ Page: _____ of _____

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

EXHIBIT L

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 & Contract Number) that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____ all persons employed on said work site _____ (Calendar day of Month) _____ (Month and Year) have 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 that no deductions have been made either directly or in directly 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. 276c), 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 each 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.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced 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 in 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 and Date:
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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.

**CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT N

**CALIFORNIA LABOR CODE SECTIONS
1060-1065**

**CALIFORNIA
LABOR CODE
SECTION 1060-1065**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) 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. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be

at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIAMOND CONTRACT SERVICES, INC.

FOR

**CUSTODIAL SERVICES
AREA 4**

**CONTRACT PROVISIONS
CUSTODIAL SERVICES – AREA 4**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DIAMOND CONTRACT SERVICES, INC.
FOR
CUSTODIAL SERVICES
AREA 4**

This Contract and Exhibits made and entered into this ___ day of _____, 2007 by and between the County of Los Angeles, hereinafter referred to as County and **Diamond Contract Services Inc.**, hereinafter referred to as Contractor. **Diamond Contract Services Inc.** is located at **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 Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Contractor's Obligation as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.14 EXHIBIT N - California Labor Code Sections 1060-1065

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the

parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 2.2 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, *Exhibit A*.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County:** Los Angeles County Department of Public Library
- 2.6 County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract. They are Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 County Librarian:** Director of Los Angeles County Department of Public Library.
- 2.8 County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.9 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.

- 2.10 **Day(s):** Business day(s) unless otherwise specified.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Library:** Los Angeles County Department of Public Library
- 2.13 **Library Staff:** Employees of Los Angeles County Department of Public Library.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of **(three and a half) 3 ½** years commencing after execution by the County Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of (five and a half) **5 ½** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall

be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B - Pricing Schedule, and Exhibit C - Contractor's Proposed Schedule*, and shall not exceed **\$231,742.25** for each year of this Contract, except as set forth in *Sub-paragraph 8.1 - Amendments*.

- 5.2 The Contractor will be paid the monthly contract fee of **\$19,311.85**, approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 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.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit E - County's Administration*.

**5.5 No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any

such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

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

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

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

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

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**

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

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY COUNTY ADMINISTRATION

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

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

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

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager

include:

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

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

6.3 County Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contract Manager

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

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

7.1.3 The Contract Manager must have **three (3)** years of experience.

7.2 Approval of Contractor's Employees

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

7.2.2 The Contractor shall assign a sufficient number of

employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

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

7.3 Contractor's Employee Identification

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

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

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

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

7.4 Employee Criminal Record

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

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during term of this Contract, the County may require that all the Contractor's employees performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees passes or fails the background clearance investigation.
- 7.5.2 The County may request that the Contractor's employees be immediately removed from working on the County Contract at any time during the term of the Contract. The County will not provide to the Contractor or to the Contractor's employees any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately deny or terminate facility access to the Contractor's employees who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County, at the sole discretion of the County.
- 7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to

confidentiality.

- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.3 The Contractor shall sign and adhere to the provisions of *Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement*.
- 7.6.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement*.
- 7.6.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Except as provided in Sub-paragraph 8.1.4, for any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The Board or Chief Administrative Officer (CAO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the CAO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her

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

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms in the current Contract shall extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its

discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

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

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

8.5.3 If the County requests changes in the Contractor's policy,

the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Contract 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 DISPLACED JANITOR OPPORTUNITY ACT

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

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time

for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

future County Contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such

employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of

the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to the Subcontractors of the Contractors.

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

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

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

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

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

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

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

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State

statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.19 FACSIMILE REPRESENTATIONS

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

8.20 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.

8.21 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.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.23 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.

8.24 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.

8.24.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

prior to commencing services under this Contract. Such

certificates or other evidence shall:

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

8.24.2 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.

8.24.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach

of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 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 twenty-four (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 Project 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.

8.24.5 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.

8.24.6 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.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 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

8.25.2 Automobile Liability insurance 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".

8.25.3 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

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the County Librarian or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) 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 specified in *Appendix C – Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (3) 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.

8.26.3 The action noted in Sub-paragraph 8.26.2 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.

8.26.4 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 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 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.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 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.

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

8.28.3 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.

8.28.4 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.

8.28.5 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.

- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 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.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract. Refer to

Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS) for non-compliance.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 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.

8.33 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 provided in *Exhibit I – Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to *Sub-paragraph 8.38 - 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.

8.36.2 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.

8.37 PUBLICITY

8.37.1 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 Contract Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.38.1 In the event that an audit of the Contractor is conducted

specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

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

appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in their sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All

such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

8.40.2 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.

8.40.3 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.

8.40.4 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.

- 8.40.5 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.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontractor by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 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.
- 8.40.8 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: the County Contract Project Manager at the address identified in *Exhibit E - County Administration*, before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in *Sub-paragraph 8.15 - Contractor's*

Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to *Sub-paragraph 8.43 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

8.42.2 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.

8.42.3 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 8.38 - Record Retention and Inspection/Audit Settlement*.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor,

terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, 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.

8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean the Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-paragraph 8.42 - Termination for Convenience*.

8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 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.

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

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 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.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 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.

8.49 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 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 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.

8.50.2 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.

8.51 FORCE MAJEURE

8.51.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than lockout by such party or any of such

party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

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

a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care

benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes

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

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

between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

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

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

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and to 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 the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages

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

c. Termination

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

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

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment

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

b. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or

forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment

In the event the Contractor breaches a requirement of this 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, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions

- defined in the Federal Fair Labor Standards Act;
- b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.3.4 If the Contractor has obtained the County certification as a

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

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

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

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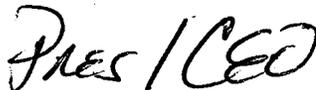
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IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and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

CONTRACTOR: **DIAMOND CONTRACT SERVICES, INC.**

By  _____
Name

 _____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By  _____
David Beaudet
Deputy County Counsel

STATEMENT OF WORK (SOW)
CUSTODIAL SERVICES – AREA 4

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STATEMENT OF WORK (SOW)
CUSTODIAL SERVICES - AREA 4**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover the **sixteen (16)** County of Los Angeles Public Libraries located in **Area 4** listed in Attachment I. Attachment I is a listing of the Library Facilities to be serviced showing an approximate breakdown of total square footage, glass, tile, carpet and parking lot areas for each library facility to be cleaned. The column titled "Library Hours" provides the hours during which the library facilities are open to the public. Upon commencement of the Contract, the Contractor is required to provide after hours custodial services every day that a library facility is open.

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

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities and/or work hours serviced as listed on Attachment I. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor of any such variations, in writing, at least ten (10) business days prior to the effective date of the modification. **Note:** *Appendix D – Required Forms, Exhibit 11 – Pricing Schedule*, in the Contract requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. The Contractor shall be compensated for the maintenance of additional library facility(ies) designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate shall not exceed the cost to provide custodial services for a similar size library facility being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected library facilities. The County will determine the need for modification referenced herein. The

County Librarian or his/her designee has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any library facility added in the amendment.

- 2.2 All Changes must be made in accordance with *Sub-paragraph 8.1 - Amendments* of the Contract.

3.0 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 Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that the Contract requirements are being met.
- 3.2 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.
- 3.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.
- 3.4 The Contractor shall maintain and keep current all scheduled **Custodial Services Major Cleaning Monitoring Report** Forms (Attachment II) annually. A copy of this form must be left at the circulation desk of each serviced library facility for job completion verification and satisfaction. A copy **must be** faxed to the attention of the County Contract Project Monitor the day after specified service is complete.
- 3.5 All complaints shall be addressed as soon as possible by the Contractor. The Contractor shall respond to a "call back" request

within two (2) hours of notification of the complaint. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirement Summary (PRS)* for non-compliance. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be assessed from the Contractor's monthly invoice.

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

4.0 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 8.0 - Standard Terms and Conditions, Sub-paragraph 8.16 - County's Quality Assurance Plan*.

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue a meeting may be scheduled during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Annual Evaluation

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

4.3 Contract Discrepancy Report

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

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

4.4 County Observations

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

5.0 DEFINITIONS

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

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

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

5.3 Contractor: The sole proprietor, partnership, or corporation that has

entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 5.4 Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 County:** Los Angeles County Department of Public Library
- 5.6 County Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 5.7 County Librarian:** Director of Los Angeles County Department of Public Library.
- 5.8 County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 5.9 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.10 Day(s):** Business days unless otherwise specified.
- 5.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.12 Library:** Los Angeles County Department of Public Library
- 5.13 Library Facility(ies):** Library Location
- 5.14 Library Staff:** Employees of the Los Angeles County Department of Public Library.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, *Paragraph 6.0 - Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.1 - Amendments.*

6.2 Furnished Items

6.2.1 KEYS

The County will provide two (2) sets of keys for access, at no cost to the Contractor, to all library facilities in **Area 4**. The Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County Contract Project Manager upon termination of the agreement. **At no time are the keys to be duplicated by the Contractor.** Any lost key(s) will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key is returned. The Contractor accepts full responsibility for all keys issued.

6.2.2 UTILITIES

The County will provide all utilities, including gas, electricity, and water. At no time are County telephones, computers or any County peripherals to be used for personal use. The County shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispenser, etc. The Contractor shall inform the County of any repairs required for these fixtures within twenty-four (24) hours of their discovery.

6.2.3 STORAGE

The County will provide a storage area to the Contractor as determined by the County when available. The existing storage

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

CONTRACTOR

6.3 Contract Manager

- 6.3.1 The Contractor shall provide a full-time Contract Manager or designated alternate. The County must have access to the Contract Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Manager may be reached on a twenty-four (24) hours basis per day.
- 6.3.2 The Contract Manager shall act as a central point of contact with the County.
- 6.3.3 The Contract Manager shall have three (3) years of experience.
- 6.3.4 The Contract Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.**
- 6.4.2 The Contractor shall be required to background check their employees as set forth in *Sub-paragraph 7.4 - Background and Security Investigation*, of the Contract.
- 6.4.3 The Contractor is responsible for ensuring that **only** personnel assigned to the contract or the Contractor's specialty crew employees are permitted in the library facilities at all times. Refer to *Appendix C - Technical Exhibits, Exhibit 2 -*

Performance Requirement Summary (PRS) for non-compliance.

- 6.4.4 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.
- 6.4.5 No person employed by the Contractor and assigned to the County shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the facilities. The County further reserves the right to conduct a background investigation of the Contractor's employees at any time and to bar such employees from the library facilities under appropriate circumstances. The Contractor and Contractor employees working in the library facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.
- 6.4.6 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in this Contract.
- 6.4.7 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or

operational request from the County.

6.5 Uniforms and Identifications Badges

6.5.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Contract Project Director or his/her designee, will be provided by and at the Contractor's expense.

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

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

6.6 Materials and Equipment

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

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

6.6.3 The Contractor is required to keep all equipment used to

maintain the library facilities in a safe and operable way. All equipment shall be checked daily for safety.

6.7 Training

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

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

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

6.8 Contractor's Office

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

6.8.1 Business Hours

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

6.8.2 After-Hours

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

6.9 Contractor's Damage

The Contractor shall repair or replace all damages incurred to existing

library facilities by the Contractor's employees at the Contractor's expense either by the Contractor or by the County, whichever the County deems appropriate. All such repairs or replacements shall be completed within the agreed upon time frame.

6.10 Emergency Procedures

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

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day, which may vary according to Attachment I. The Contractors usually do not work on County-recognized holidays. The Contractor will require prior approval by the County Contract Project Manager to work on County-recognized holidays. The County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

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

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

9.0 UNSCHEDULED WORK

9.1 The County Contract Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but

not limited to, repairs and replacements (i.e., vandalism, acts of God, and third party negligence) when the need for work arises out of extraordinary incidents or to add to, modify or refurbish existing library facilities.

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

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

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

9.5 Special Events

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

9.6 Additional/Specialty As Needed Services

The Contractor shall provide "Additional/Specialty As Needed Services" to all library facilities when it is requested. "Additional/Specialty As Needed Services" is work that is requested by the County in addition to the Annual Scheduled Major Cleaning (i.e.

carpet cleaning, strip and wax, etc.). Refer to *Appendix D – Required Forms, Exhibit 11 – Pricing Schedule* for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be completed. The County Contract Project Monitor can establish an allotted timeframe when the service can be completed.

9.7 Call Back

The Contractor must have capabilities for “call back” work for emergencies. The Contractor must respond to emergencies within two (2) hours of notification. An hourly “call back” rate must be specified in *Appendix D – Required Forms, Exhibit 11A - Contractor’s Proposed Schedule*. In the event the Contractor does not respond to a “call back” request within the time specified herein, the Contractor will be paid for the “call back” at the regular employee hourly rate instead of the “call back” rate specified in the Contractor’s Proposed Schedule. Upon completion of a “call back” requested service, the Contractor must notify the County Contract Project Monitor. Refer to *Appendix C - Technical Exhibit, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

9.9.1 A **Call Back Request Slip** (Attachment III) will be provided to the library staff once the request is made. The Contractor’s employee must sign-in upon arrival and sign-out when the “call back” work is completed and/or upon departure. The library staff will forward the **Call Back Request Slip** to the County Contract Project Monitor once work is verified to be complete. This will ensure that the Contractor responded within the required time.

10.0 SIGN-IN REQUIREMENTS

For security purposes, the Contractor employee(s) assigned to work at a library facility for this contract is required to sign-in at their **start time** and **end time** of their **daily** work shift with an **ink pen (black/blue)** at each library facility they are servicing. A **Custodial Services Employee Sign-In Log**

(Attachment IV) will be provided at each library facility for the Contractor employee(s). It is imperative that the Contractor's employee(s) sign-in and out on the exact date and list the **actual time** that the respective library facility was serviced. The library staff submits the **Custodial Services Employee Sign-In Logs** to the County Contract Project Monitor monthly. **NOTE: Custodial Services Employee Sign-In Logs** that are signed cumulatively and in pencil are unacceptable, Refer to *Appendix C - Technical Exhibit, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance. Copies of the **Custodial Services Employee Sign-In Logs** must be maintained at the Contractor's office for the period of the contract term.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

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

The Contractor is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day. The Contractor's employees are required to vacuum; spot clean where needed all carpeted areas (including corners) daily. The Contractor's employees are required to sweep, mop (including cleaning of cove base moldings), buff where needed, remove scuff marks where needed, all tiled areas daily. The Contractor's employees are required to shampoo all carpeted areas and strip and wax all tiled floors according to the annual Major Cleaning Schedule. The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean all soap covers, toilet seat covers and paper dispensers;
- Clean and polish all metal dispensers such as paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and handicapped rails;
- Refill all soap, seat covers, and paper dispensers;
- Spot clean walls, ceilings, partitions, and doors;

- Clean face basins, mirrors and all chrome surfaces;
- Mop floors (including corners) using appropriate cleaning materials;
- Clean and sanitize toilet seats (including base), bowls, and urinals (including base) using appropriate cleaning materials;
- Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
- Clean exposed plumbing fixtures;
- Clean inside and outside of doors kick plates, and knobs;
- Remove graffiti from partitions, walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.2 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

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

- Clean and polish all metal, such as frames, door handles, railings, etc.;
- Clean front interior entrance, door mats and surrounding areas;
- Spot clean upholstered furniture where needed;
- Spot clean carpet where needed;
- Spot clean partition panels, wall coverings where needed;
- Remove graffiti from interior walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.3 LUNCH ROOM AND LOUNGE

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

11.4 LOBBIES, CORRIDORS, AND ELEVATORS

- Sweep and mop (including corners) all non-carpeted floor surfaces;
- Vacuum all carpeted areas (including corners);
- Spot clean carpet where needed;
- Clean entrance door (including both sides of the glass) and partition glass;

- Clean walls, doors, and tracks;
- Spot clean walls where needed;
- Remove graffiti from doors, shelves, walls, etc. **Note:** Any graffiti that is non-removable shall be reported to the County Contract Project Monitor the next day upon discovery.

11.5 **PARKING LOTS, OUTDOOR AND SURROUNDING AREAS**

- Remove trash in the parking lot such as cans, bottles, paper, wrappers, gum, etc.;
- Remove trash and sweep walkways and all adjacent areas of building (including planters);
- Empty and wipe all outside trash receptacles, and cigarette urns (where applicable);
- Clean outside book drops and mail slots.

12.0 **SPECIFIC WEEKLY WORK REQUIREMENTS**

All assignments listed below are to be completed **weekly** (unless otherwise stated) during hours the library facility is not open to the public.

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

12.1 **MAIN LIBRARY (INTERIOR) AND MEETING ROOMS**

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

12.2 **PARKING LOTS, OUTDOOR AND SURROUNDING AREAS**

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

13.0 **ANNUAL SCHEDULED MAJOR CLEANING SERVICES**

Within thirty (30) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Annual Major Cleaning Services Schedule. This schedule shall list the month and week that each Major Cleaning Service shall

be conducted and must be strictly adhered to. In the event services are not completed within a five (5) day grace period, refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*. If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must present the schedule change with an explanation in writing to the County via fax, mail, or email. Any changes must be approved by the County Contract Project Manager.

The Contractor shall notify the County Contract Project Monitor via phone, fax, or email two (2) business days before the Major Cleaning is performed at each library facility to ensure that the library staff is notified to prepare for the major cleaning. The Contractor employee shall leave a **Custodial Services Major Cleaning Monitoring Report Form** (Attachment II) on the circulation desk of each library facility serviced. In addition, the Contractor shall fax a copy to the County Contract Project Monitor on the day following the completed service. **Note: Deviation from the utilization of the Custodial Services Major Cleaning Monitoring Report Form (Attachment II) shall result in a fee assessment as indicated in *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*.** All completed services shall be evaluated and approved by the Community Library Manager (CLM) of each library facility. Confirmation of services **shall not** be acknowledged by the County until a signed copy by the CLM has been received by the County Contract Project Monitor.

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

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

13.1 FLOORS

- Strip and wax floors every three (3) months (four times a year);
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile

types;

- Wax and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
- Return all furniture to its original position after the floors are cleaned.

13.2 CARPET

- Shampoo carpet every four (4) months (three times a year);
- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types;
- Return all furniture to its original position after the carpet is shampooed.

13.3 WINDOWS

- Clean windows and glass over 6 ft high every six (6) months (two times a year);
- Clean thoroughly all windows and glass over 6 ft high using appropriate cleaning materials;
- Clean thoroughly all window sills and ledges;
- All windows are to be cleaned with no inconvenience to the library staff.

13.4 CEILING AIR VENTS

- Clean ceiling air vents every six (6) months (two times a year);
- Remove and clean thoroughly all covers using appropriate cleaning materials;
- Vacuum air vents thoroughly.

13.5 LIGHT FIXTURES

- Clean light fixtures (frames and lens) once a year;
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials;

- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures to the County Contract Project Monitor the next day upon discovery.

13.6 WINDOW BLINDS

- Clean window blinds every six (6) months (two times a year);
- Dust and clean thoroughly all window blinds using appropriate cleaning materials.

13.7 FURNITURE

- Shampoo upholstered furniture and clean plastic and vinyl covered chairs every six (6) months (two times a year);
- Shampoo and remove stains thoroughly all upholstered furniture using appropriate cleaning materials for various upholstery types;
- Clean thoroughly all plastic and vinyl covered chairs using appropriate cleaning materials.

14.0 SUPPLY REQUIREMENTS

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

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

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

- Must provide deodorant cakes and/or deodorizers upon County Contract Project Monitors request only.

15.0 CUSTODIAL SERVICE MONITORING REPORTS

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

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

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

Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel 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) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) business day's written notice with or without cause, as provided for in the Contract, *Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.42 - Termination for Convenience.*

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**ATTACHMENTS FOR
STATEMENT OF WORK (SOW)**



FACILITIES SERVICES SECTION

**CUSTODIAL SERVICES
SERVICE LOCATION - Area 4
LIBRARY FACILITIES - (16)**

* Estimated Square Footage

Revised: 12/19/06

LIBRARY LOCATIONLIBRARY HOURS**1 Bell Library**

4411 East Gage Ave.
Bell, CA 90201

Total Square Feet: 4,863 sq ft
Glass: 850 sq ft
Tile: 2,142 sq ft
Carpet: 2,113 sq ft
Parking lot: 780 sq ft
Number of light fixtures: 137

Monday	12:00 P.M. - 8:00 P.M.
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 5:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	CLOSED
Sunday	CLOSED

2 Bell Gardens Library

7110 S. Garfield Ave.
Bell Gardens, CA 90201

Total Square Feet: 5,119 sq ft
Glass: 0 sq ft
Tile: 344 sq ft
Carpet: 3,805 sq ft
Parking lot: 780 sq ft
Number of light fixtures: 123

Monday	CLOSED
Tuesday	10:00 A.M. - 7:00 P.M.
Wednesday	10:00 A.M. - 7:00 P.M.
Thursday	10:00 A.M. - 7:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

3 Avalon Library

215 Sumner Ave.
Avalon, CA 90704

Total Square Feet: 1,256 sq ft.
Glass:
Tile:
Carpet:
Parking lot:
Number of light fixtures:

Monday	CLOSED
Tuesday	1:00 P.M. - 7:00 P.M.
Wednesday	1:00 P.M. - 7:00 P.M.
Thursday	1:00 P.M. - 7:00 P.M.
Friday	10:00 A.M. - 4:00 P.M.
Saturday	10:00 A.M. - 4:00 P.M.
Sunday	CLOSED



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 4
Library Facilities - (16)

Library Information

Library Hours

4 Culver City Julian Dixon Library
4975 Overland Ave.
Culver City, CA 90230

Monday 10:00 A.M. - 8:00 P.M.
Tuesday 10:00 A.M. - 8:00 P.M.
Wednesday 10:00 A.M. - 8:00 P.M.
Thursday 10:00 A.M. - 8:00 P.M.
Friday 10:00 A.M. - 6:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday CLOSED

Total Square Feet: 21,406 sq ft
Glass: 3,000 sq ft
Tile: **4,725 sq ft**
Carpet: **16,275 sq ft**
Parking lot: 6,530 sq ft
Number of light fixtures: 325

5 Florence Library
1610 East Florence Ave.
Los Angeles, CA 90001

Monday 11:00 A.M. - 7:00 P.M.
Tuesday 11:00 A.M. - 8:00 P.M.
Wednesday 11:00 A.M. - 8:00 P.M.
Thursday 11:00 A.M. - 5:00 P.M.
Friday 11:00 A.M. - 5:00 P.M.
Saturday 11:00 A.M. - 5:00 P.M.
Sunday CLOSED

ESTIMATED SQUARE FOOTAGE

Total Square Feet: 5,124 sq ft
Glass: 151 sq ft
Tile: **1,920 sq ft**
Carpet: **2,918 sq ft**
Parking lot: 2,600 sq ft
Number of light fixtures: **80**

6 Graham Library
1900 East Firestone Blvd.
Los Angeles, CA 90001

Monday 11:00 A.M. - 8:00 P.M.
Tuesday 11:00 A.M. - 8:00 P.M.
Wednesday 11:00 A.M. - 6:00 P.M.
Thursday 11:00 A.M. - 6:00 P.M.
Friday 11:00 A.M. - 5:00 P.M.
Saturday 11:00 A.M. - 5:00 P.M.
Sunday CLOSED

Total Square Feet: 5,125 sq ft
Glass: 200 sq ft
Tile: **5,000 sq ft**
Carpet: **2,940 sq ft**
Parking lot: 2,600 sq ft
Number of light fixtures: **130**



COUNTY OF LOS ANGELES PUBLIC LIBRARY

FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 4
Library Facilities - (16)

Library Information**Library Hours**

- 7 Hawthorne Library**
 12700 Grevillea Avenue.
 Hawthorn, CA 90250

Total Square Feet: 16,949 sq ft
 Glass: 425 sq ft
 Tile: **4,664 sq ft**
 Carpet: **12,285 sq ft**
 Parking lot: 5,500 sq ft
 Number of light fixtures: 419

Monday	CLOSED
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

- 8 Huntington Park Library**
 6518 Miles Ave.
 Huntington Park, CA 90255

Total Square Feet: 33,482 sq ft
 Glass: 2,000 sq ft
 Tile: **15,547 sq ft**
 Carpet: **17,865 sq ft**
 Parking lot: 6,500 sq ft
 Number of light fixtures: 2,250

Monday	1:00 P.M. - 8:00 P.M.
Tuesday	1:00 P.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	CLOSED
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

- 9 Lennox Library**
 4359 Lennox Blvd.
 Lennox, CA 90304

Total Square Feet: 4,657 sq ft
 Glass: 749 sq ft
 Tile: 4,580 sq ft
 Carpet: 0 sq ft
 Parking lot: 910 sq ft
 Number of light fixtures: 93

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	11:00 A.M. - 7:00 P.M.
Thursday	11:00 A.M. - 7:00 P.M.
Friday	11:00 A.M. - 6:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	CLOSED



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 4
Library Facilities - (16)

Library Information**Library Hours****10 Lloyd Taber-Marina Del Rey Library**

4533 Admiralty Way,
Marina Del Rey, CA 90292

Total Square Feet: 7,443 sq ft
 Glass: 234 sq ft
 Tile: **1,116 sq ft**
 Carpet: **3,856 sq ft**
 Parking lot: 2,600 sq ft
 Number of light fixtures: **212**

Monday 11:00 A.M. - 7:00 P.M.
 Tuesday 11:00 A.M. - 8:00 P.M.
 Wednesday 11:00 A.M. - 8:00 P.M.
 Thursday 11:00 A.M. - 8:00 P.M.
 Friday 12:00 P.M. - 6:00 P.M.
 Saturday 10:00 A.M. - 5:00 P.M.
 Sunday CLOSED

11 Maywood Cesar Chavez Library

4323 East Slauson Ave.
Maywood, CA 90270

Total Square Feet: 3,362 sq ft
 Glass: 426 sq ft
 Tile: **1,332 sq ft**
 Carpet: **2,031 sq ft**
 Parking lot: 0 sq ft
 Number of light fixtures: 67

Monday 12:00 P.M. - 8:00 P.M.
 Tuesday 12:00 P.M. - 8:00 P.M.
 Wednesday 11:00 A.M. - 6:00 P.M.
 Thursday 11:00 A.M. - 6:00 P.M.
 Friday 11:00 A.M. - 5:00 P.M.
 Saturday 11:00 A.M. - 5:00 P.M.
 Sunday CLOSED

12 View Park Library

3854 West 54th Street
Los Angeles, CA 90043

Total Square Feet: 6,983 sq ft
 Glass: 509 sq ft
 Tile: **1,869 sq ft**
 Carpet: **4,431 sq ft**
 Parking lot: 2,340 sq ft
 Number of light fixtures: 173

Monday 11:00 A.M. - 7:00 P.M.
 Tuesday 11:00 A.M. - 7:00 P.M.
 Wednesday 11:00 A.M. - 7:00 P.M.
 Thursday 10:00 A.M. - 6:00 P.M.
 Friday 10:00 A.M. - 5:00 P.M.
 Saturday 10:00 A.M. - 5:00 P.M.
 Sunday CLOSED



FACILITIES SERVICES SECTION

CUSTODIAL SERVICES
SERVICE LOCATION - Area 4
Library Facilities - (16)

Library InformationLibrary Hours

- 13 West Hollywood Library**
715 North San Vicente Blvd.
West Hollywood, CA 90069

Total Square Feet: 5,170 sq ft
Glass: 720 sq ft
Tile: 5,000 sq ft
Carpet: 0 sq ft
Parking lot: 3,250 sq ft
Number of light fixtures: 129

Monday 10:00 A.M. - 8:00 P.M.
Tuesday 10:00 A.M. - 8:00 P.M.
Wednesday 10:00 A.M. - 8:00 P.M.
Thursday 10:00 A.M. - 5:00 P.M.
Friday 10:00 A.M. - 5:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday CLOSED

- 14 Wiseburn Library**
5335 West 135th Street
Hawthorne, CA 90250

Total Square Feet: 5,000 sq ft
Glass: 508 sq ft
Tile: **1, 026 sq ft**
Carpet: **3,974 sq ft**
Parking lot: 650 sq ft
Number of light fixtures: 122

Monday CLOSED
Tuesday 1:00 P.M. - 8:00 P.M.
Wednesday 1:00 P.M. - 8:00 P.M.
Thursday 1:00 P.M. - 8:00 P.M.
Friday 10:00 A.M. - 5:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday CLOSED

- 15 Woodcrest Library**
1340 West 106th Street
Los Angeles, CA 90044

Total Square Feet: 7,254 sq ft
Glass: 2,790 sq ft
Tile: 7,000 sq ft
Carpet: 0 sq ft
Parking lot: 3,900 sq ft
Number of light fixtures: 201

Monday 10:00 A.M. - 6:00 P.M.
Tuesday 10:00 A.M. - 6:00 P.M.
Wednesday 10:00 A.M. - 6:00 P.M.
Thursday 10:00 A.M. - 6:00 P.M.
Friday 10:00 A.M. - 6:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday CLOSED



FACILITIES SERVICES SECTION

**CUSTODIAL SERVICES
SERVICE LOCATION - AREA 4
Library Facilities (16)**

Library Information

16 Holly Park – Information Systems
2150 West 120th Street
Hawthorne, CA 90250

Total Square Feet: 7,776 sq ft
Glass: 686 sq ft
Tile: 1,639 sq ft
Carpet: 4,309 sq ft
Parking lot: 2,478 sq ft
Number of light fixtures: **115**

Library Hours

Monday 8:00 A.M. - 7:00 P.M.
Tuesday 8:00 A.M. - 7:00 P.M.
Wednesday 8:00 A.M. - 7:00 P.M.
Thursday 8:00 A.M. - 7:00 P.M.
Friday 8:00 A.M. - 7:00 P.M.
Saturday CLOSED
Sunday CLOSED

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
MAJOR CLEANING MONITORING REPORT

FOR CONTRACTOR'S USE ONLY:

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped and Waxed
- Carpet Shampooed
- Blinds Cleaned
- Windows Cleaned (Interior and Exterior)
- Light Fixtures Cleaned
- Furniture Cleaned/Polished/Shampooed
- Ceiling Air Vents Cleaned

PLACE FORM ON THE CIRCULATION COUNTER WHERE EASILY SEEN

INSTRUCTION TO LIBRARY STAFF:

PLEASE SIGN AND **FAX** THIS FOR **IMMEDIATELY** TO:

Contracting Services
LHQ - Facilities Services
(562) 803-0016

CLM's Name(Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Comments:

THANK YOU FOR THE OPPORTUNITY OF SERVING YOU

CONTRACTING STAFF ONLY

Comments: _____

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CALL BACK REQUEST SLIP

Date of Request: _____ Time Request Received: _____

Requested By: _____

Library Name: _____ Fax No#: _____

Contractor Company Name: _____ Area: _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

INSTRUCTION TO LIBRARY STAFF:
Please ensure that custodial staff signs-in immediately upon arrival and signs-out when work is complete. Please initial on both arrival and departure times.

Time of Arrival: _____ a.m. / p.m. Custodian Name(Print): _____

Time of Departure: _____ a.m. / p.m. Custodian Initial: _____ Library Staff Initial: _____

LIBRARY STAFF USE ONLY

Your signature below indicates that the call back request has been completed.

Staff Name (Print): _____

Staff Signature: _____ Date: _____

FAX THIS FORM IMMEDIATELY TO:

Contracting Services
LHQ - Facilities Services
(562) 803-0016

CONTRACTING STAFF ONLY

Comments: _____

Total Hours: _____

INVOICE RECEIVED: _____ Invoice No.: _____ Loaded - COMPLETE

PUBLIC LIBRARY CUSTODIAL MONITORING REPORT

ATTACHMENT V

Library Name: _____ **Cost Code:** _____ **Reported By:** _____
Reporting Period From: _____ **To:** _____ **Signature:** _____

Please indicate with a check mark if work is Satisfactory (S) or Unsatisfactory (UN) or Not Done (ND).

	SUN			MON			TUE			WED			THUR			FRI			SAT		
	S	UN	ND	S	UN	ND	S	UN	ND	S	UN	ND									
RESTROOMS (Check daily)																					
Cleaned/Sanitized toilet seats, bowls, urinals, sinks, face basins, mirrors, walls, partitions, and all chrome/metal surfaces and dispensers.																					
Swept and mopped floors.																					
Refilled soap, seat covers, and all dispensers with sufficient supplies.																					
Trash receptacles emptied, sanitized and plastic liners replaced.																					
LIBRARY/MEETING ROOMS/STAFF AREAS																					
Trash receptacles emptied, sanitized, and plastic liners replaced.																					
Swept and mopped all non-carpeted floors.																					
Vacuumed all carpeted areas.																					
Performed High/Low dusting.																					
Cleaned all surfaces (tables, doors, counters, etc.)																					
Sanitized and polished water fountains.																					
Refilled paper supplies in all dispensers.																					
PARKING LOTS/OUTSIDE																					
Emptied trash receptacles and cigarette urns.																					
Picked-up trash in parking lots, walkways, and adjacent areas of building.																					
Cleaned outside book drop and mail slots.																					
MISCELLANEOUS																					
Removed light graffiti from all areas.																					
Maintained custodial closet clean and with sufficient supplies.																					
WEEKLY CLEANING (Check weekly)																					
Cleaned windows 6' high or less inside/outside.																					
Cleaned handrails and swept steps.																					
Hose down sidewalks and adjacent walkways.																					
Spot cleaned the carpet throughout the library.																					
Comments: (Only when unsatisfactory or not done)																					

Please FAX this completed form to: Contracting Services
 Library Headquarters, Facility Services at (562) 803-0016

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Sections found in: **Contract = Contract** SOW = *EXHIBIT A - Statement of Work*

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 7.2.2	Contractor - Personnel	Prove sufficient employees to perform required work on designated shifts.	Inspection and Observation	\$50 per occurrence
Contract: Section 7.2.2	Contractor - Personnel	Provide Principal Custodial/ must understand English.	Inspection and Observation	\$50 per occurrence
Contract: Section 7.5	Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$50 per occurrence
Contract: Section 8.24	General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.25	Insurance Coverage Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-paragraph 8.28	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Section 8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$100 per occurrence; possible termination for default of contract.
Contract: Section 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection & Documentation	\$100 per occurrence, per employee
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Sub-paragraph 9.1.7, Sub-division 1.	Observation & monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Sub-paragraph 9.1.7, Sub-division 2	Observation & monthly monitoring reports	\$50 per occurrence
Contract: Section 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Sub-paragraph 9.1.8	Observation & monthly monitoring reports	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 3.0	Quality Control Plan	County acceptance of Plan	Receipt of document	\$150 per occurrence
SOW: Section 4.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.2.1	Furnished Items - Keys/Key Cards	Secure and maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Section 6.2.2	Furnished Items -- Utilities	Contractor shall not use County peripherals for private use.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.2.3	Furnished Items -- Provided Storage Area	Secure and maintain County provided equipment/Facilities.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.3	Contractor - Contract Manager	Provide a Contract Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection & Observation	\$50 per occurrence
SOW: Section 6.4.3	Contractor - Personnel	Contractor Personnel have access to County facilities and only allowed in County facilities during work shifts.	Observation	\$50 per occurrence
SOW: Section 6.4.4	Contractor - Personnel	County's request of Contractor employee removal.	Inspection and Observation	\$50 per occurrence
SOW: Section 6.5	Uniforms and Identification Badge	Contractor must provide Uniforms and ID badges.	Inspection and Observation	\$50 per occurrence
SOW: Section 6.6	Materials and Equipment	Contractor must provide safe materials and equipment to provide the needed services.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 6.7	Training	Contractor must provide Training Programs for current and new employees.	Provide copies of Programs upon County request	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 6.8	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 30 minutes.	Inspection and Observation	\$100 per occurrence
SOW: Section 6.8.1	Contractor's Office - Business Hours	Contractor's office must be staffed during business hours (8-5 Monday-Friday). When closed, must have answering service to respond to County calls within 30 minutes.	Provide copies of Programs upon County request	\$150 per occurrence
SOW: Section 6.8.2	Contractor's Office - After Hours	Contractor's office must have answering service after hours to respond to County calls within 30 minutes.	Provide copies of Programs upon County request	\$150 per occurrence
SOW: Section 6.9	Contractor's Damage	Contractor shall repair or replace all damages incurred to the library facilities at Contractor's expense.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 7.0	Hours/Days of Work	Contractor employees are to perform services at the close of each facilities work day.	Provide copies of Programs upon County request	\$100 per occurrence
SOW: Section 8.0	Work Schedule	Contractor to maintain staffing in all facilities at the hours/shift specified in the Contractor's Staffing Plan.	Inspection and Observation	\$100 per occurrence
SOW: Section 9.5	Special Events	100 % Completion of Required Services.	Inspection & Observation	\$150 per occurrence
SOW: Section 9.6	Additional/Specialty As Needed Services	100 % Completion of Required Services.	Inspection & Observation	\$150 per occurrence
SOW: Section 9.7	Call Backs	100 % Completion of Required Services. Must respond within 2 hours of notice.	Inspection & Observation	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor to maintain daily sign-in log with arrival/departure, lunch/break of employee's times.	Inspection of Log	\$50 per occurrence
SOW: Section 11.0	Daily Work Requirements	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.1	Daily Work Requirements – Restrooms (Staff and Public)	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.2	Daily Work Requirements – Main Library and Meeting Rooms	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.3	Daily Work Requirements – Lunch Room and Lounge	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.4	Daily Work Requirements – Lobbies, Corridors, and Elevators	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 11.5	Daily Work Requirements – Parking Lots, Outdoor and Surrounding Areas	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.0	Weekly Work Requirements	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.1	Weekly Work Requirements – Main Library and Meeting Rooms	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 12.2	Weekly Work Requirements – Parking Lots, Outdoor and Surrounding Areas	100 % Completion of Required Services	Inspection & Observation	\$75 per occurrence
SOW: Section 13.0	Major Cleaning Services - Schedule	Contractor must submit a Major Cleaning Service Schedule Annually.	Inspection & Observation	\$100 per occurrence per facility
SOW: Section 13.0	Major Cleaning Services – Completion	100 % Completion of Required Services	Receipt of Document	\$200 per occurrence per facility

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 13.0	Major Cleaning Services – Monitoring Forms	Contractor must submit a Major Cleaning Monitoring Report Form after completion of the Major Cleaning for each library facility.	Receipt of Document	\$100 per occurrence per facility
SOW: Section 13.1	Major Cleaning Services – Floors	100 % Completion of Required Services –Scheduled 4 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.2	Major Cleaning Services – Carpet	100 % Completion of Required Services –Scheduled 3 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.3	Major Cleaning Services – Windows	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.4	Major Cleaning Services – Ceiling Air Vents	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.5	Major Cleaning Services – Light Fixtures	100 % Completion of Required Services –Scheduled 1 time a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.6	Major Cleaning Services – Window Blinds	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 13.7	Major Cleaning Services – Furniture	100 % Completion of Required Services –Scheduled 2 times a year	Inspection & Observation	\$75 per occurrence per facility
SOW: Section 14.0	Supply Requirements	100 % of Required Services	Inspection & Observation	\$50 per occurrence per facility
SOW: Section 15.0	Custodial Services Monitoring Reports	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence per facility

PRICING SCHEDULE

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Bell Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>32.6</u>	hours per month
Floor care worker:	<u>1.8</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.19 FTEs</u>	Floor care workers:	<u>0.01 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

thirty five and 08/100 dollars

(write out amount in full)

(\$35.08 per day)

(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Bell Gardens Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>32.6</u>	hours per month
Floor care worker:	<u>0.9</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.19 FTEs</u>	Floor care workers:	<u>0.00 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
			Sofa \$ 75.00/ea.
			Loveseat \$ 50.00/ea.
			Desk chair/upholstered chair \$ 15.00/ea.
			Other chair \$ 8.00/ea.
Carpet Shampoo/Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/Shampoo Furniture	_____
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

thirty four and 20/100 dollars

(write out amount in full)

(\$34.20 per day)

(use figures)

REQUIRED FORMS – EXHIBIT 11 PRICING SCHEDULE

Copy this form and submit one for each facility listed in the RFP.

Library name: Avalon Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	<u> </u>	hours per month
Custodian:	<u>43.5</u>	hours per month
Floor care worker:	<u>1.0</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	<u> </u>
Custodians:	<u>0.25 FTEs</u>	Floor care workers:	<u>0.01 FTEs</u>

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	<u>\$ 75.00/ea. \$ 50.00/ea. \$ 15.00/ea. \$ 8.00/ea.</u>
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

<i>forty four and 53/100 dollars</i>	<i>(\$44.53 per day)</i>
(write out amount in full)	(use figures)

REQUIRED FORMS – EXHIBIT 11 PRICING SCHEDULE

Copy this form and submit one for each facility listed in the RFP.

Library name: Culver City Julian Dixon Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>127.0</u>	hours per month
Floor care worker:	<u>5.9</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.73 FTEs</u>	Floor care workers:	<u>0.03 FTEs</u>

Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

one hundred six and 43/100 dollars

(write out amount in full)

(\$106.43 per day)

(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Graham Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>47.1</u>	hours per month
Floor care worker:	<u>2.2</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.27 FTEs</u>	Floor care workers:	<u>0.01 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

forty and 88/100 dollars
(write out amount in full)

(\$40.88 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Maywood Cesar Chavez Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>26.1</u>	hours per month
Floor care worker:	<u>1.2</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.15 FTEs</u>	Floor care workers:	<u>0.01 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

<u>twenty three and 68/100 dollars</u>	<u>(\$23.68 per day)</u>
(write out amount in full)	(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: West Hollywood Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>30.7</u>	hours per month
Floor care worker:	<u>3.3</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.18 FTEs</u>	Floor care workers:	<u>0.02 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	<u>Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.</u>
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

twenty eight and 95/100 dollars
(write out amount in full)

(\$28.95 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

Copy this form and submit one for each facility listed in the RFP.

Library name: Woodcrest Library

Hours of service at this library:

Supervisor:	<u>2.7</u>	hours per month
Working supervisor:	_____	hours per month
Custodian:	<u>43.0</u>	hours per month
Floor care worker:	<u>4.7</u>	hours per month

Number of staff assigned to this library:

Supervisors:	<u>0.02 FTEs</u>	Working supervisors:	_____
Custodians:	<u>0.25 FTEs</u>	Floor care workers:	<u>0.03 FTEs</u>

**Additional/Specialty staff other than assigned staff:
(Major Cleaning employees, window care employees, etc.)**

Position/Title	Hourly Wage	Hours per month Service at this Library
_____	_____	_____
_____	_____	_____

Additional/Specialty As Needed Services

<u>Service</u>	<u>Cost per Request</u>	<u>Service</u>	<u>Cost per Request</u>
Strip/Wax Floor	<u>\$.27/sq. ft.</u>	Window Cleaning	<u>\$ 37.50/hour</u>
Carpet Shampoo/ Extraction	<u>\$.15/sq. ft.</u>	Polish/Clean/ Shampoo Furniture	<u>Sofa \$ 75.00/ea. Loveseat \$ 50.00/ea. Desk chair/upholstered chair \$ 15.00/ea. Other chair \$ 8.00/ea.</u>
Light Fixtures	<u>\$ 25.00/hour</u>	Ceiling & Air Vents	<u>\$ 37.50/hour</u>
Panel/Wall Shampoo	<u>\$ 37.50/hour</u>	Power Washing	<u>\$ 75.00/hour</u>

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

<u>thirty nine and 71/100 dollars</u>	<u>(\$39.71 per day)</u>
(write out amount in full)	(use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services services at the County of Los Angeles Public Library Custodial Services Area 4 as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS
(AFTER LIBRARY HOURS CLEANING)

ANNUAL FEE FOR EACH OF THE THREE (3) CONTRACT YEARS (same amount for each year)

**Two hundred thirty one thousand,
seven hundred forty two and 25/100 dollars**
(write out in full) (use figures)

(\$231,742.25 per year)

REQUIRED FORMS - EXHIBIT 11A

CONTRACTOR'S PROPOSED SCHEDULE

MAKE UP OF STAFF ASSIGNED TO SERVICE LIBRARIES IN THIS RFP:

FULL TIME EMPLOYEES:

Number of supervisors:	<u>0.25</u>	Hourly Wage:	<u>\$ 16.00</u>
Number of working supervisors:	<u> </u>	Hourly Wage:	<u> </u>
Number of custodians:	<u>4.89</u>	Hourly Wage:	<u>\$ 9.64</u>
Number of floor care technicians:	<u>0.29</u>	Hourly Wage:	<u>\$ 10.00</u>

NON-FULL-TIME EMPLOYEES (Employees used for Major Cleaning, Window Care, etc.)

Number of supervisors:	<u> </u>	Hourly Wage:	<u> </u>
Number of working supervisors:	<u> </u>	Hourly Wage:	<u> </u>
Number of custodians:	<u> </u>	Hourly Wage:	<u> </u>
Number of floor care technicians:	<u> </u>	Hourly Wage:	<u> </u>
Number of window care technicians:	<u> </u>	Hourly Wage:	<u> </u>

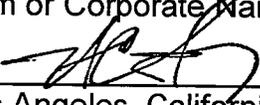
FLAT "CALL BACK" RATE: \$ 30.00 per hour.

FLAT "Additional/Specialty As Needed Service RATES: See *Exhibit 11 - Pricing Schedule* of rates for each library facility.

Respectfully submitted,

Diamond Contract Services, Inc.

Firm or Corporate Name

BY  Derek C. Smith, President/CEO

Los Angeles, California

Date: 4/18/2007

Address: 2819 Burton Avenue

City: Burbank, CA 91504

Phone: (818) 565-3554

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

Diamond Contract Services, Inc.

Company Name

2819 Burton Avenue, Burbank, CA 91504

Address

95-4409183

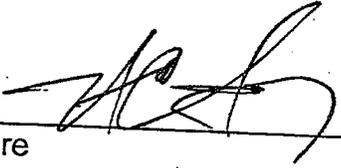
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION

	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


Signature

01/10/07

Date

Derek C. Smith, President/CEO

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8481
Facsimile: (562) 803-0016
E-Mail Address: roseq@gw.colapl.org

COUNTY PROJECT MANAGER:

Name: Tryphenia V. Funches
Title: Contract Services Coordinator
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: tfunches@gw.colapl.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Leticia C. Isunza
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address: Lisunza@gw.colapl.org

Name: Marcia Kenny
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6919
Facsimile: (562) 803-0016
E-Mail Address: mkenny@gw.colapl.org

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

**FORMS REQUIRED AT THE TIME OF
CONTRACT EXECUTION**

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. 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 employment, 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: _____

CONTRACTOR EMPLOYEE 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. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE 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. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Diamond Contract Services, Inc.		
Company Address: 2819 Burton Avenue		
City: Burbank	State: CA	Zip Code: 91504
Telephone Number: (818) 565-3554		
Solicitation For <u>Janitorial</u> Services:		

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

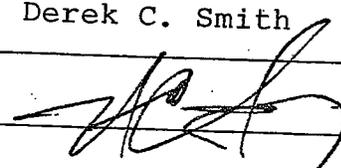
Print Name: Derek C. Smith	Title: President/CEO
Signature: 	Date: 01/10/07

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

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 también está apoyada 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 brazaletes y el padre/madre recibirá un brazaletes igual.

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

Los padres que cambian 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.

UNIQUE EXHIBITS

EXHIBIT J

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

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

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per week.

- E. **“Proposition A contract” means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.**

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.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

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

2.201.050 Other provisions.

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

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- 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

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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

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3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, **in accordance with Section 2.202.040 of this code.**

2.201.090 Exceptions.

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

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

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

2.201.100 Severability.

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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.)

EXHIBIT K

**MONTHLY CERTIFICATION FOR
APPLICABLE HEALTH BENEFIT PAYMENTS**

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

EXHIBIT L

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 & Contract Number)
 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
(Calendar day of Month) (Month and Year)
 have 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 that no deductions have been made either directly or in directly 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. 276c), 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 each 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.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced 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 in 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 and Date:
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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.

**CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT N

**CALIFORNIA LABOR CODE SECTIONS
1060-1065**

**CALIFORNIA
LABOR CODE
SECTION 1060-1065**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) 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. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be

at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.