Los Angeles County Beaches & Harbors

*To enrich lives through effective and caring service*

January 15, 2004

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

Dear Supervisors:

**CONTRACT FOR JANITORIAL SERVICES AT PUBLIC BUILDINGS IN MARINA DEL REY AND REDONDO BEACH**
**(FOURTH DISTRICT)**
**(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that janitorial services for Department-operated public buildings in Marina del Rey and Redondo Beach can be performed more economically by Grace Building Maintenance Company, Inc. (Grace) than by County employees.
2. Approve award of a three-year contract, plus two optional one-year extension periods, with Grace for janitorial services at public buildings in Marina del Rey and Redondo Beach for an annual cost of $99,802 with authorized additional services to be provided at the rate of $15.80 worked per hour, and instruct the Chairman to sign the contract.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contract with Grace will enable the Department to continue to maintain its offices in Marina del Rey and its warehouse in Redondo Beach in a safe and clean condition at less cost than would be incurred using County employees. The contract additionally calls for cleaning and restocking of the public restrooms in Chace Park and the Visitor Center in Marina del Rey not less than four times a day in the summer and

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Stan Wisniewski Director • Kerry Gottlieb Chief Deputy

on holidays and weekends and twice a day on winter weekdays. Good maintenance ensures visitors' enjoyment of this heavily-used park and effectively sets a standard for upkeep of the privately-maintained and operated leaseholds in Marina del Rey that are expected to generate approximately $28 million in County revenue during fiscal year 2003-2004.

These services at Department-operated buildings were formally performed by County employees but have been contracted out for many years. Approval of this contract will enable the Department to continue using the services of private contractors.

Implementation of Strategic Plan Goals

The janitorial services provided by Grace will promote and further the Board-approved Strategic Plan Goals of Service Excellence, meeting the Departmental objective to facilitate enhanced use of County facilities, and Fiscal Responsibility, strengthening the County's fiscal capacity by contracting for these services at a reduced cost rather than utilizing County employees.

## FISCAL IMPACT/FINANCING

Taking into consideration the contractor's annual price of $99,802, the Department has verified annual savings of approximately $19,128 from using the contractor's services rather than those of County staff. This cost comparison is detailed in Attachment 1. The contract also provides for additional services at the rate of $15.80 per employee-hour in case of public events and other unscheduled cleaning tasks. In the event such additional costs are incurred, the Director may, by written notice to the contractor, increase the maximum annual compensation by up to 20 percent ($19,780) in any contract year or optional extension period. (The contractor's hourly rate for such additional services is also less than the hourly rate for County employees.) Should restrooms be closed or the service area decreased, compensation will be reduced based on the quoted per-facility fees. The contract allows no increase in the contractor's rate of compensation.

The cost of this contract is included in the Department's 2003-2004 budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract term is three years, with two one-year extension options, that may be exercised at the discretion of the Director. The contract services will commence on February 6, 2004, or the date of approval by your Board, if later.

The contractor's compensation will be based on (1) the number of facilities cleaned as defined in the contract; (2) the rates quoted by the contractor; and (3) the cleaning schedule set forth in the contract. The contractor is to provide all cleaning and paper supplies.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award, as the work is presently contracted out. In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- Award of the contract is cost-effective (see Attachment 1).
- Award of the contract will not impair the County's ability to respond to emergencies.
- No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract also contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

## CONTRACTING PROCESS

This Proposition A contract solicitation was advertised in the Argonaut, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid web page (Attachment 2), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 283 janitorial vendors (Attachment 3).

Nine firms submitted proposals. All nine met the RFP's minimum requirements and were evaluated by a three-person evaluation panel composed of two staff members from the Department's Facilities and Property Maintenance Division and a staff member from the Department's Internal Control Audit Section. The proposals were evaluated on: (1) annual price, 50 percent; (2) approach to contract requirements, 20 percent; (3) experience and organizational resources, 20 percent; and (4) references, 10 percent.

Attachment 4 details the minority and gender composition of the qualifying firms. However, on final consideration of award, Grace was selected without regard to gender, race, creed or color.

One proposer, Maxim Building Care (Maxim), had a lower annual cost ($92,193.02) than Grace. However, the evaluation committee rated Maxim's "approach to contract requirements," "experience and organizational resources" and "references" as weak. Also, its "work plan," "quality control plan," "financial summary," and "organizational resources" rated at or near the bottom of all of the proposals.

Of the other eight proposals, Grace was determined to be the most responsible, responsive proposer. Grace has 20 years of experience, providing janitorial services for both the public and private sectors. In addition, its annual compensation was the lowest of the other proposers. In this regard, Grace is a certified Local Small Business Enterprise consistent with Section 2.204 of the Los Angeles County Code, and therefore was awarded a five percent preference in the proposal price.

The evaluation criteria for the Living Wage Ordinance Implementation Plan requires Departments to refer any reported labor or payroll violations by the highest-rated proposer to the Labor Law/Payroll Violations Assessment Team established by your Board. Accordingly, the evaluation panel sent the required information to the Assessment Team for investigation. Grace was found to have one unreported violation and two complaints that are scheduled for conference in March 2004, which the Assessment Team found sufficient to justify a deduction of one percent from Grace's final evaluated score. The Assessment Team otherwise determined that based on the number of staff employed by Grace, the number of violations appears insignificant and that the reported labor law violations do not appear to show a pattern to intentionally violate State labor laws.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This contract will continue the janitorial services currently being provided to the Department.

**CONCLUSION**

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:hh
Attachments (5)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Director, Office of Affirmative Action Compliance

**ATTACHMENT 1**

JANITORIAL CONTRACT - CALCULATION OF NET SAVINGS FROM CONTRACTING

| Cost Items | County Cost Analysis | | |
|---|---|---|---|
| | CUSTODIAN 6774 | CUSTODIAN SUPV. 6778 | Totals |
| Top step salaries (monthly) [1] | $ 2,073.64 | $ 2,548.09 | |
| Needed for required service level --actual avoidable positions [2] | 2 | 1 | 3 |
| Annual salary cost | 49,767.36 | 30,577.08 | 80,344.44 |
| Adjustment for top step salaries variance at 93.6184% [3] | (3,175.95) | (1,951.31) | (5,127.26) |
| Estimated actual avoidable salaries | 46,591.41 | 28,625.77 | 75,217.18 |
| Add: Related employee benefits at 25.421%. [3] | 11,844.00 | 7,276.96 | 19,120.96 |
| Estimated Actual avoidable annual direct labor cost [4] | 58,435.41 | 35,902.73 | 94,338.14 |
| Supplies [5] | | | 24,592.00 |
| Estimated actual avoidable cost | | | 118,930.14 |
| Contract Cost | | | (99,802.00) |
| **Net Savings from Contracting** | | | **$ 19,128.14** |

(1) Salaries in effect as of October 2003
(2) Avoidable positions determined based on the 5,994 hours required per the selected proposer divided by productive work hours of 1786.
(3) Provided by Auditor-Controller.
(4) No departmental indirect costs are avoidable.
(5)Amount based on supplies cost submitted by the selected proposer.

**Award information has not been added at this time.**

Atttachment 2

## Bid Information

**Bid Number :** DBH-7
**Bid Title :** Janitorial Services
**Bid Type :** Service
**Department :** Beaches and Harbors
**Commodity :** JANITORIAL/CUSTODIAL SERVICES
**Open Date :** 12/15/2003
**Closing Date :** 12/22/2003 5:00 PM
**Bid Amount :** N/A
**Bid Download :** Available
**Bid Description :** The Department of Beaches and Harbors is seeking a qualified and experienced janitorial services firm to clean offices and public buildings at five locations in Marina del Rey and one in Redondo Beach.

A Proposers' Conference will be held at 10:00 a.m. on Tuesday, December 9, 2003 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey.

The deadline for submittal of Proposals will be 5.00 p.m., December 22, 2003.

An RFP may be downloaded from this website or obtained by contacting Harold Harris at the phone number or email address below.

**Contact Name :** Harold Harris
**Contact Phone# :** (310) 573-5736
**Contact Email :** haroldh@dbh.co.la.ca.us
**Last Changed On :** 12/19/2003 9:26:07 AM

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Atttachment 3

A & B JANITORIAL SERVICES
1245 N FITZGERALD AVE STE 103
RIALTO, CA 92376-8615

A 2 Z PROFESSIONAL SERVICES
6255 SUNSET BL STE 101
HOLLYWOOD, CA 90028

A CLEAN IMAGE CLEANING SERVICES
850 E PENROD DR
CARSON, CA 90746

AAA JANITORIAL & TRUCKING
PO BOX 292023
SACRAMENTO, CA 95829-2023

AAMES BUILDING MAINT CO
762 HARTFORD AVE NO 10
LOS ANGELES, CA 90017

ABC SERVICES
13620 E IMPERIAL HWY STE 6
SANTA FE SPRINGS, CA 90670

ABEL BUILDING MAINTENANCE
2601 S FIGUEROA ST
LOS ANGELES, CA 90007

ABEL'S SWEEPING SERVICE
2729 DEQUINE AVE
ROSEMEAD, CA 91770

ADVANCED BLDG MAINT CO
10830 E WHITTIER BL
WHITTIER, CA 90606

ALL AMERICAN WINDOW CLEANING
23382 VIA JACINTO
ALISO VIEJO, CA 92656

ALL BRIGHT N SHINE SERVICES
5977 LOS ALAMOS ST
BUENA PARK, CA 90620

ALL NATION JANITORIAL SERVICE
8448 RESEDA BL STE 201
NORTHRIDGE, CA 91325

ALL STATE MAINTENANCE CO
19720 VENTURA BL STE 103
WOODLAND HILLS, CA 91364

ALLAR SERVICES COMPANY
1549 9TH AVE
HACIENDA HEIGHTS, CA 91745-3216

ALLEN & ASSOCIATES
11633 BUFOORD ST
CERRITOS, CA 90703

ALLERCLEAN CORP
PO BOX 7533
MISSION HILLS, CA 91346

ALLIANCE COMMERCIAL CLEANING INC
8448 RESEDA BL STE 202
NORTHRIDGE, CA 91324

ALLIED BLDG SERV
7677 OAKPORT ST STE 105
OAKLAND, CA 94621-1931

ALLSTATE BLDG & OFFICE MAINT
19720 VENTURA BL STE 103
WOODLAND HILLS, CA 91364

AMERICAN ALL SEASONS MFG & MAINT
5716 W MANCHESTER BL STE 12
WESTCHESTER, CA 90045

AMERICAN BUILDING MAINTENANCE
5200 S EASTERN AVE
LOS ANGELES, CA 90040

AMERICAN JANITOR SERVICE
949 CAMINO DOS RIOS
THOUSAND OAKS, CA 91360

AMERICAN MAINT SYST INC
505 S BEVERLY DR STE 332
BEVERLY HILLS, CA 90212

AMERICANS HELPING PEOPLE
1207 PLYMOUTH BL
LOS ANGELES, CA 90019

AMERIKO INC
980 S ARROYO PKWY STE 240
PASADENA, CA 91105-3928

ANK STAR INC
303 JOYCE AVE
ARCADIA, CA 91006

ANTONIO BOTELLO
7005 IROLO ST APT 2
LOS ANGELES, CA 90005

ARIES MAINT COMPANY
PO BOX 1663
COVINA, CA 91722-1663

ARNEE JANITORIAL SVC
550 CARSON PLAZA DR STE 110
CARSON, CA 90746

ASC
216 E GLEASON ST
MONTEREY PARK, CA 91755

B & B BUILDERS
7900 LIMONITE AVE STE G-304
RIVERSIDE, CA 92509

B & B MAINTENANCE SERVICES
5959 W CENTURY BL sTE 750
LOS ANGELES, CA 90045

BEELINE JANITORIAL SERV
1846 E HAWTHORNE ST
ONTARIO, CA 91764

BEFORE AND AFTER MAINTENANCE
28015 DAMAR CT
CANYON COUNTRY, CA 91351-1247

BELL BUILDING MAINTENANCE COMPANY
15501 SAN FERNANDO MISSION BL STE 103
MISSION HILLS, CA 91345

BEST JANITORIAL SERVICES
505 S BEVERLY DR STE 921
BEVERLY HILLS, CA 90212

BEST MAINTENANCE COMPANY
PO BOX 592
SAN GABRIEL, CA 91778-0592

BGS SERVICES UNLIMITED
3141 W CENTURY BLVD STE 210
INGLEWOOD, CA 90303

BIELSKI WINDOW & MASONRY CLNG
PO BOX 397
BREA, CA 92622-0397

BIS
7232 REMMET AVE
CANOGA PARK, CA 91303

BLACK GOLD INDUSTRIES
527 N RICE AVE
OXNARD, CA 93030

BLACKSTONE CONSULTING INC
11726 S SAN VICENTE BL STE 500
LOS ANGELES, CA 90049

BLDG MAINTENANCE OF AMERICA
427 W COLORADO BL STE 202
GLENDALE, CA 91204

BNP SERVICES
2183 FAIRHILL DR
RANCHO PALOS VERDES, CA 90275

BREZDEN PEST CONTROL
3547 S HIGUERA STE A
SAN LUIS OBISPO, CA 93401

BRITEWORKS
1444 W PUENTE AVE
WEST COVINA, CA 91790

BROADWAY RADIATOR
4636 RICHELEU TERRACE
LOS ANGELES, CA 90032

BUCKEYE INTERNATIONAL INC
7711 AMIGOS AVE STE E
DOWNEY, CA 90242

BUILDING CARE SYSTEMS
60 LEVERONI CT STE 200A
NOVATO, CA 94949-5799

BUILDING SERVICE COMPANY
805 S UNION AVE
LOS ANGELES, CA 90017

B-WEST JANITORIAL SERVICES
13658 HAWTHORNE BL STE 207
HAWTHORNE, CA 90250

C & F FOR VIP JANITORIAL MAINT SVCS
PO BOX 4842
CARSON, CA 90749-4842

C & G MAINTENANCE
SVL BOX 7138
VICTORVILLE, CA 92392-7138

C & R MAINTENANCE
3860 CRENSHAW BL STE 215
LOS ANGELES, CA 90008

C C I SERVICES
5959 W CENTURY BL STE 515
LOS ANGELES, CA 90045

C C JANITORIAL SERVICES
25765 RANA DR
VALENCIA, CA 91355

C G M COMMERCIAL JANITORIAL
9019 BORSON ST
DOWNEY, CA 90242

C H SERVICE COMPANY
2911 E MIRALOMA AVE STE 36
ANAHEIM, CA 92806

C S I
550 N CONTINENTAL BL
EL SEGUNDO, CA 90245

CAL BUILDING MAINTENANCE
44432 ANDALE AVE
LANCASTER, CA 93535-3234

CALCLEAN
14039 S HAWTHORNE BL
HAWTHORNE, CA 90250

CALDWELL MAINTENANCE SVCS
PO BOX 61082
PASADENA, CA 91116-1082

CAMELLIA SERVICES
4042 DE LA VINA WY
SACRAMENTO, CA 95823

CARDEL PAINTING & CLEANING SVCS
PO BOX 19275
LOS ANGELES, CA 90019-9275

CARE FREE BLDG MAINTENANCE INC
9648 KIEFER BL STE F
SACRAMENTO, CA 95827

CAREER PATHS
6820 LA TIJERA BL STE 217
LOS ANGELES, CA 90045

CARNATION MAINTENANCE
830 E ACACIA AVE STE A
GLENDALE, CA 91205

CATHAYAN MAINTENANCE
1250 LINCOLN AVE STE 600
PASADENA, CA 91103-2466

CCECO INC
130 MC CORMICK AVE ST STE 113
COSTA MESA, CA 92626

CENTRAL CLEANING CO
6245 BRISTOL PKWY STE 194
CULVER CITY, CA 90230

CENTURY MAINTENANCE
3532 OVERLAND AVE STE B
LOS ANGELES, CA 90034

CLASS CLEAN
40567 178TH ST STE E
LANCASTER, CA 93535

CLEAN CARPET CARE
PO BOX 83064
LOS ANGELES, CA 90083-3064

CLEAN MASTERS
1332 N PLACER AVE
ONTARIO, CA 91764

CLEAN SWEEP
37462 3RD ST EAST
PALMDALE, CA 93550

CNH BLDG MAINT CO
11261 SHARON ST
CERRITOS, CA 90703

COASTAL HIGH PRESSURE CLEANING
PO BOX 18551
ANAHEIM, CA 92817-8551

COMELAND MAINT CO INC
4917 W MELROSE AVE
LOS ANGELES, CA 90029

COMPLETE BUILDING SERVICES
27660 MARGUERITE PKWY STE C170
MISSION VIEJO, CA 92692

CONTINENTAL MAINTENANCE
14625 CARMENITA RD STE 208
NORWALK, CA 90650

COVERALL
770 THE CITY DR SOUTH STE 7000
ORANGE, CA 92668

COVINGTON'S MAINT GEN SVC
9837 E AVE Q-2
PALMDALE, CA 93591

CRES
21350 CALIFA ST STE 109
WOODLAND HILLS, CA 91367

CROWN MAINTENANCE CO INC
PO BOX 3508
SEAL BEACH, CA 90740-3508

CUSTOMER SERVICE INC
550 N CONTINENTAL BL STE 190
EL SEGUNDO, CA 90245

D & J JANITORIAL
665 S WASHINGTON
GLENDORA, CA 91740

D & R OFFICE WORKS
9956 BALDWIN PL
EL MONTE, CA 91731

D H MAINT SERV
PO BOX 3665
CITY OF INDUSTRY, CA 91744-3665

DAN WHITE'S MAINTENANCE SERVICE
1106 S HIGHLAND AVE
LOS ANGELES, CA 90019

DANIEL'S JANITORIAL
7866 STATE ST
HUNTINGTON PARK, CA 90255

DESERT HAVEN ENTERPRISES
43437 COPELAND CIR
LANCASTER, CA 93535

DIAMOND CONTRACT SVCS INC
PO BOX 90606
PASADENA, CA 91109-0606

DIVERSIFIED MAINT SERVICES
145 PASADENA AVE
SOUTH PASADENA, CA 91030-2917

D'S NATIONWIDE INDUSTRIAL
PO BOX 386
FREMONT, CA 94537-0386

DYNAMIC CUSTOM CLEANING
12240 PERRIS BL STE A-219
MORENO VALLEY, CA 92557

E D BLDG MAINTENANCE
550 CAMERON CREST
DIAMOND BAR, CA 91765

EASTER DAY BLDG MAINT
1475 N HUNDLEY ST
ANAHEIM, CA 92806

ECF/PAR SERVICES
8740 W WASHINGTON BL
CULVER CITY, CA 90232-2322

EDWARD MCFIELDS
1635 STONER AVE NO 11
LOS ANGELES, CA 90025

ELEGANT LADIES MAINT SVC
PO BOX 36A63
LOS ANGELES, CA 90036-6A63

ENVIRONMENTAL JANITORIAL SERVICES
2200 GARFIAS DR
PASADENA, CA 91104-1814

EQUALITY CLEANING
PO BOX 990998
PALMDALE, CA 93590

EVERGREEN CLEANING SYSTEMS
4401 WILSHIRE BL STE 303
LOS ANGELES, CA 90010

EXECUTIVE-SUITE SERVICES
19025 PARTHENIA ST STE 200
NORTHRIDGE, CA 91324

EXPERT DEVELOPMENT SERVICES
836 CRENSHAW BL STE 101
LOS ANGELES, CA 90005

FAR EAST LANDSCAPING/MAINT
27118 COLEBROOK PL
VALENCIA, CA 91345

G & G BUILDING MAINT
1833 ACKLEY PL
MONTEREY PARK, CA 91754

GENERAL CLEANING COMPANY
3317 DENISE CRT
LANCASTER, CA 93536

GENE'S JANITORIAL SERVICE
434 W WOODCREST ST
RIALTO, CA 92376-7347

GEORGE'S MAINT SERVICE
1723 PONTY ST
LOS ANGELES, CA 90047

GIANT CHEM-DRY
111 N LA BREA AVE STE 308
INGLEWOOD, CA 90301

GIVEN WALKER
10252 HADLEY AVE
NORTHRIDGE, CA 91324-1117

GLASS CLEAN
40567 178TH ST EAST
LANCASTER, CA 93535

GLENN BUILDING SERVICES
1040 NEW YORK DR
ALTADENA, CA 91001

GLOSS N GLEAMS MAID TO ORDER
1020 E MORVEN ST
LANCASTER, CA 93534

GOLD COAST MAID & MAINTENANCE SERVICE
720 N LOUISE ST STE 106
GLENDALE, CA 91206

GOLD STAR MAINTENANCE
8379 TOPANGA CANYON BL STE 106
WEST HILLS, CA 91304

GOLDEN PACIFIC MAINT CO
7950 SILVERTON AVE STE 103
SAN DIEGO, CA 92126-6343

GONZALES & ASSOCIATES
PO BOX 7011
HEMET, CA 92545-7011

GRACE ANN ORMOND
327 N DEL SOL LN
DIAMOND BAR, CA 91765

GRACE BUILDING MAINTENANCE
5777 W CENTURY BL STE 1648
LOS ANGELES, CA 90045

GRACE UNDER FIRE CLEANING SVC
2531 SAWTELLE BL STE 92
LOS ANGELES, CA 90064

GREEN MAINTENANCE CO
3122 W 69TH ST
LOS ANGELES, CA 90043

H & R MAINTENANCE
18802 COLTMAN AVE
CARSON, CA 90746

H S G PROF WINDOW CLEANING
4823 W JEFFERSON BL
LOS ANGELES, CA 90016

HACIENDA LA PUENTE
15757 E VALLEY BL
INDUSTRY, CA 91744

HAREL MAINTENANCE INC
1030 HILTS AVE
LOS ANGELES, CA 90024

HARRIS CLEANUP
13664 DAIMLER ST
MORENO VALLEY, CA 92553

HAYNES BUILDING SERVICE
118 W EULALIA ST
GLENDALE, CA 91204

HOMER'S JANITORIAL SVC
PO BOX 310
YUCAIPA, CA 92399

HSG PROF WINDOW CLEANING
4823 W JEFFERSON BL
LOS ANGELES, CA 90016

HUE GOLD SVCS
2520 MACY ST STE A
SAN BERNARDINO, CA 92405

INNOVATIVE REHABILITATION SERVICES
15757 E VALLEY BL
INDUSTRY, CA 91744

INTEGRITY CLEANING SERVICES
18653 VENTURA BL STE 300
TARZANA, CA 91356

INTERNAL SERVICES DEPT
1100 N EASTERN AVE
LOS ANGELES, CA 90063

INTERNATIONAL KEY MAINTENANCE
3010 WILSHIRE BL STE 604
LOS ANGELES, CA 90010

INTERNATIONAL MAINT CO
4001 AMERICAN RIVER DR
SACRAMENTO, CA 95864

INTERNATIONAL SERVICE SYSTEMS
1626 W 20TH ST
LOS ANGELES, CA 90007

INTERNATIONAL SERVICES INC
3771 W 242ND ST
T0RRANCE, CA 90505

ISS
1627 W 20TH ST
LOS ANGELES, CA 90007

IVY'S JANITORIAL SERV
24572 LOS SERRANOS DR
LAGUNA NIGUEL, CA 92677

J & R FERNANDEZ INC
252 N MOUNTAIN VIEW AVE
POMONA, CA 91767

JOY CLARK
1123 W ARBUTUS AVE
COMPTON, CA 90220

JULIE RENE'S CLEANING SVC
43983 15TH ST W STE 126
LANCASTER, CA 93534

K D JANITORIAL SERVICE
13535 CHADRON AVE APT 15
HAWTHORNE, CA 90250

KLEEN MAID
90 W MARIPOSA ST
ALTADENA, CA 91001

KLEEN-TEK CLEANING SVC
1030 E AVE S STE 58
PALMDALE, CA 91335

KOREAN MAINTENANCE CO
548 S SPRING ST STE 314
LOS ANGELES, CA 90013

KSA JOJOBA
18630 HART ST
RESEDA, CA 91335

KSC-TRI SYSTEMS USA INC
17485 DORIC ST
GRANADA HILLS, CA 91344

LA CHA MAINTENANCE
1419 S VERMONT AVE
LOS ANGELES, CA 90006

LAC MAINTENANCE COMPANY
18816 SAN FERNANDO MISSION RD
NORTHRIDGE, CA 91356

LAM NGUYEN
8392 POINSETTIA DR
BUENA PARK, CA 90620

LARRY LOCKHART
3517 W 80TH ST
INGLEWOOD, CA 90305

LEE JANITORIAL
25383 E UNION ST
SAN BERNARDINO, CA 92410-

LEE'S MAINT SVC INC
14740 KESWICK ST
VAN NUYS, CA 91405

LEONARD'S MAINTENANCE
11367 S ATLANTIC AVE
LYNWOOD, CA 90262

LEO'S JANITORIAL SVCS
2218 MOLOKAI WY
SAN DIEGO, CA 92154

LERR GROUP INC
236 W MOUNTAIN ST STE 107
PASADENA, CA 91103

LEWIS JANITORIAL SERVICE
1035 W AVE H-5
LANCASTER, CA 93534

LIBERTY FLUORESCENT JAN SERV
19429 PRICETOWN AVE
CARSON, CA 90746

LINCOLN TRAINING CENTER
2643 LOMA AVE
SOUTH EL MONTE, CA 91733

LODGE'S JANITORIAL SERVICE
2505 DESERT OAK DR
PALMDALE, CA 93550

LOS ANGELES BUILDING MAINTENANCE
375 N CITRUS AVE UNIT 710
AZUSA, CA 91702

M & J JANITORIAL CLEANING SERVICE
4418 ELLEN N ELLEN DR
COVINA, CA 91722

M & K SERVICES
29305 SAN JACINTO AVE
NUEVO, CA 92567

MARIA'S HOUSE CLEANING & JANITORIAL SVCS
1635 STONER AVE APT 11
LOS ANGELES, CA 90025

MARY & SON MAINT SVCS
PO BOX 6272
COMPTON, CA 90224-6272

MASTER TOUCH MAINTENANCE
7701 GARDEN GROVE BL
GARDEN GROVE, CA 92841-4207

MAXIM BUILDING CARE
3545 WILSHIRE BL STE 208
LOS ANGELES, CA 90019

MCI INDUST CLEANING SERV
16331 VISALIA AVE
CARSON, CA 90746

MERCHANT'S BLDG MAINTENANCE
6076 BRISTOL PARK WY STE 105
CULVER CITY, CA 90230

METRO BLDG MAINT CO
3700 WILSHIRE BL STE 1070
LOS ANGELES, CA 90010

METRO BLDG MAINT CO
3171 W OLYMPIC BL STE 553
LOS ANGELES, CA 90006

MICHAEL C SYNN
170 E WALNUT ST APT 116
PASADENA, CA 91103-3613

MIDWAY BUILDING MAINTENANCE
3010 WILSHIRE BL STE 339
LOS ANGELES, CA 90010

MOON ENTERPRISES
5471 S BRYNHURST AVE
LOS ANGELES, CA 90042

MORLIN ENTERPRISES
PO BOX 9927
LONG BEACH, CA 90810-9927

MRS SWEEPER SVC
13270 E HOIG ST
LA PUENTE, CA 91746

NADEEMEH BLDG MAINT SVC
PO BOX 12245
LA CRESCENTA, CA 91224-2245

NANCIE'S SWEEPING
5747 BEVERLY HILLS DR
WHITTIER, CA 90601-3854

NATURAL BLDG MAINTENANCE CORP
4143 W PICO BL
LOS ANGELES, CA 90019

NAVIE DEMO ENTERPRISES
900 E 126TH ST
LOS ANGELES, CA 90059

NELSON MANZANILLA
147 PASEO PERDIDO
WALNUT, CA 91789

NETWORK MAINTENANCE
409M S NORTHWOOD AVE
COMPTON, CA 90220

NICKWELL
111 N LA BREA AVE STE 308
INGLEWOOD, CA 90301

NOEL DRORIAN
2109 ASHINGTON DR
GLENDALE, CA 91206

OLYMPIA BLDG MAINTENANCE
836 S CRENSHAW BL STE 101
LOS ANGELES, CA 90005

OMNI-STARKIST MAINT CO
12110 SLAUSON AVE STE 9
SANTA FE SPRINGS, CA 90670

ON-SITE FABRIC SERVICE INC
7711 AMIGOS AVE STE B
DOWNEY, CA 90242

OPEN CLEANING SYSTEM
200 E DEL MAR BL STE 300
PASADENA, CA 91105

P A A OF CALIF
909 S GLENDORA AVE
WEST COVINA, CA 91790

PACIFIC SUN MAINTENANCE
1101 CRENSHAW BL STE 103
LOS ANGELES, CA 90019

PANE IN THE GLASS
PO BOX 15267
LONG BEACH, CA 90815-5267

PEDUS BLDG SERVICES
601 POTRERO GRANDE DR 3RD FL
MONTEREY PARK, CA 91755-7407

PEERLESS MAINTENANCE SVC
PO BOX 1393
WHITTIER CA, CA 90609-1393

PEGASUS BUILDING MAINTENANCE
2343 MIRA MAR AVE
LONG BEACH, CA 90815-1755

PORSHIA ALEXANDER OF AMER
PO BOX 2427
COVINA, CA 91722-2427

POWER BUILDING JANITORIAL SVCS
3350 WILSHIRE BL STE 1105
LOS ANGELES, CA 90010-1834

POWERFUL POWERS MAINT
3825 DURAY PL
LOS ANGELES, CA 90008

PRECISION PRESSURE WASHING SVCS
PO BOX 1344
SIMI VALLEY, CA 93065-1344

PREMIER BUILDING MAINT SERVICES
4055 WILSHIRE BL STE 257
LOS ANGELES, CA 90010

PRESTIGE JANITORIAL SVCS
PO BOX 1507
LANCASTER, CA 93539-1507

PRESTIGE WINDOW CLEANING
13658 S HAWTHORNE BL STE 201
HAWTHORNE, CA 90250

PRIDE COMPANIES
4448 AMBROSE AVE
LOS ANGELES, CA 90027

PROF AMERICAN INDIAN DEVEL
PO BOX 15922
LOS ANGELES, CA 90015-0922

PROFESSIONAL BUILDING MAINTENANCE
8523 LANKERSHIM BL
SUN VALLEY, CA 91352

PUEBLO NUEVO ENTERPRISES
PO BOX 17476
LOS ANGELES, CA 90017-7476

Q MAINTENANCE CO INC
PO BOX 74727
LOS ANGELES, CA 90004-0724

QUALITY BUILDING MAINTENANCE SVCS
9432 E AVE T-2
LITTLE ROCK, CA 93543

R B'S JANITORIAL SERVICE
1544 W 95TH ST
LOS ANGELES, CA 90047

R MAINTENANCE
611 W OLIVE
INGLEWOOD, CA 90301

RED CARPET BLDG MAINT CORP
17230 OSBORNE ST
NORTHRIDGE, CA 91325

RELENTLESS JANITORIAL & MAINT
3425 W 41ST ST
LOS ANGELES, CA 90008

RESOURSE COLLECTION
4901 ROSECRANS AVE
HAWTHORNE, CA 90250

RICHARD COURY
4021 ODESSA DR
YORBA LINDA, CA 92886

RIGHT AND CLEAN SERVICES
5811 TEMPLE CITY BL
TEMPLE CITY, CA 91780

RISCOMP/CBM INDUSTRIES INC
315 A S GLASGOW AVE
INGLEWOOD, CA 90301-2107

RITEWAY CLEANING SERVICE
800 S CHAPEL ST STE B
ALHAMBRA, CA 90801

ROGAN BLDG SERVICES
1245 N FITZGERALD AVE STE 103
RIALTO, CA 92376

RON'S MAINTENANCE
11542 HORLEY AVE
DOWNEY, CA 90241

ROY'S JANITORIAL SERV
4218 DAMARELLANES DR
LOS ANGELES, CA 90008

RVM JANITORIAL SERVICES
3720 BRAYTON AVE
LONG BEACH, CA 90807

SANICLEAN
PO BOX 25
WHITTIER, CA 90608-0025

SANTA FE MGMT GROUP
PO BOX 19167C
SEATTLE, CA 98109-1167

SBS CORPORATION
1260 LINCOLN AVE STE 1000
PASADENA, CA 91103

SERVICEMASTER COMM MAINT
15855 EDNA PL NO 7
IRWINDALE, CA 91706

SHAWN'S MAINTENANCE
1715 E 113TH ST
LOS ANGELES, CA 90059

SKYLINE BUILDING MAINT
3771 W 242ND ST STE 205
TORRANCE, CA 90505

SO CLEAN JANITORIAL
2500 DAMIEN AVE STE 206
LA VERNE, CA 91750

SOCIAL OCCASIONAL SERVICES
2790 SKYPARK DR STE 115
TORRANCE, CA 90505

SOUTHERN CALIFORNIA
DISTRIBUTORS
10140 NORWALK BL
SANTA FE SPRINGS, CA 90670

SPARKLE CORP
18663 VENTURA BL STE 300
TARZANA, CA 91356

SPARKLING CLEAN JANITORIAL SVC
3517 W 75TH PL
INGLEWOOD, CA 90305

SPECIALTY CHEN-DRY
4636 RICHELIEU TERR
GARDEN GROVE, CA 92841

SPRING MAINT INC
3659 JOSEPHINE COURT
COMPTON, CA 90221

STERLING BUILDING SERVICES
1717 S STATE COLLEGE BL STE 180
ANAHEIM, CA 92806

STERLING SERVICE
28233 STONINGTON LN
SANTA CLARITA, CA 91350

SUNFLOWER BUILDING SERVICES
13127 SAN FERNANDO RD STE 104
SYLMAR, CA 91342

SUPERB BUILDING MAINTENANCE
PO BOX 4181
COMPTON, CA 90224

SUPERIOR PROPERTY SERVICES
1415 MC FADDEN AVE STE D
SANTA ANA, CA 92705

SWEEPING BEAUTY
PO BOX 2237
LA PUENTE, CA 91746-2237

SYSTEMS MANAGEMENT INC
PO BOX 92433
PASADENA, CA 91109-2433

T B M CUSTODIAL SERVICES
2885 E LA PALMA
ANAHEIM, CA 92806

T S C M CORPORATION
18281 GOTHARD ST STE 109
HUNTINGTON BEACH, CA 92648

TATUM'S JANITORIAL
31022 UNION CITY BL
UNION CITY, CA 94587

TAULHEED MAINTENANCE CO
1141 ROSE AVE
LONG BEACH, CA 90813

TBM CUSTODIAL SERVICES, INC
2885 E LA PALMA AVE
ANAHEIM, CA 92806

TEE JANITORIAL & MAINT
PO BOX 348092
SACRAMENTO, CA 95834-8092

TELLEZ COMMERCIAL SERVICES
2433 GLADYS AVE
ROSEMEAD, CA 91770

THE "G" CREW
P0 BOX 768
GLENDALE, CA 91209-0768

THE GLENN COMPANY
1040 NEW YORK DR
ALTADENA, CA 91001

THE NICKWELL COMPANY
111 N LA BREA AVE STE 308
INGLEWOOD, CA 90301

THE RALPH HERNANDEZ CO
11531 SALINAZ DR
GARDEN GROVE, CA 92643

THE WALDEN COMPANY
4900 OVERLAND AVE STE 243
CULVER CITY, CA 90230

THIGPEN LTD INC
4 ROSALIO CT
NOVATO, CA 94945

THREE STAR MAINTENANCE
1216 S SIERRA BONITA AVE
LOS ANGELES, CA 90019

TIDY JANITORIAL SERVICE
PO BOX 931
FONTANA, CA 92334-0931

TOTAL MAINTENANCE SVC & ASSOC
11453 ALBERNI AVE
LAKEVIEW TERRACE, CA 91341

U SIGNAL MAINTENANCE
1507 CABRILLO AVE
TORRANCE, CA 90501

UC CONSTRUCTION
PO BOX 85686
LOS ANGELES, CA 90072-5686

ULTIMATE MAINTENANCE SERVICES
4646 MANHATTEN BEACH BL STE C
LAWNDALE, CA 90260

UNION BLDG MAINT
900 S OLIVE ST
INGLEWOOD, CA 90301

UNION BLDG MAINT
170 E WALNUT AVE STE 116
PASADENA, CA 91103

UNITED BLDG SERVICES
10016 PIONEER BL STE 103
SANTA FE SPRINGS, CA 90670

UNIVERSAL WINDOW CLEANING
9640 KIEFER BL STE I
SACRAMENTO, CA 95827

UNLIMITED SERVICES ENTERPRISES INC
PO BOX 13782
TORRANCE, CA 90503-3782

V J CONTRACTORS/ENTERPRISES
2682 W IMPERIAL HWY STE 245
INGLEWOOD, CA 90303

V W QUALITY MAINT
110 W OCEAN BL STE 337
LONG BEACH, CA 90801

VALLEY LIGHT INDUSTRIES INC
5358 N IRWINDALE AVE UNIT B
IRWINDALE, CA 91706

VC CONSTRUCTION COMPANY
PO BOX 85686
LOS ANGELES, CA 90072

WALKER MAINTENANCE SERVICE
15225 STANFORD AVE
COMPTON, CA 90220

WARD ENTERPRISES
2679 N BUHACH RD
ATWATER, CA 95301

WARE INDUSTRIES
208 W CUMMINGS ST
LONG BEACH, CA 90805

WEARLS CORP
104 E AVE K-4 STE J
LANCASTER, CA 93535

WELLS SWEEPING CO
5425 MARMITH AVE
SACRAMENTO, CA 95841

WHITE'S CUSTODIAL
363 W COMPTON BL
COMPTON, CA 90221

WILLIAMS SUPPLY COMPANY INC
2368 EASTMAN AVE STE 2
VENTURA, CA 93003

WILSON SERVICES
16921 S WESTERN AVE STE 219
GARDENA, CA 90247

WLA LTG SIGN & BLDG MAINT
5545 ONACREST DR
LOS ANGELES, CA 90043

WORC INC
4527 PHELAN AVE
BALDWIN PARK, CA 91706

WWC WINDOW CLEANING
4701 ANGELES VISTA BL
LOS ANGELES, CA 90043

YOUNG'S MAINTENANCE CO
12022 E CENTRALIA ST STE J
HAWAIIAN GARDENS, CA 90716

**JANITORIAL SERVICES PROPOSERS**
**FIRM/ORGANIZATION INFORMATION**

**ATTACHMENT 4**

| PROPOSER | COMPOSITION | OWNERS/ PARTNERS/ ASSOCIATE PARTNERS | | MGRS | STAFF | TOTAL | % OWNERSHIP | |
|---|---|---|---|---|---|---|---|---|
| | | M | F | | | | M | F |
| DMS Services (1) Certifications: None Claimed | Black/African American | | | 15 | 124 | 139 | | |
| | Hispanic/Latino | 1 | | 69 | 2989 | 3059 | 52 | |
| | Asian or Pacific Islander | | | 2 | | 2 | | |
| | Amer. Indian/Alaska Native | | | | 9 | 9 | | |
| | Filipino American | | | | 37 | 37 | | |
| | White | 3 | 1 | 15 | 85 | 104 | 48 | |
| | TOTALS | 4 | 1 | 101 | 3244 | 3350 | 100 | 0 |
| Grace Bldg. Maint. Certifications:City of Los Angeles (D) | Black/African American | | | 2 | 15 | 17 | | |
| | Hispanic/Latino | | | 3 | 111 | 114 | | |
| | Asian or Pacific Islander | 1 | | | 70 | 71 | 100 | |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | | | 0 | | |
| | TOTALS | 1 | 0 | 5 | 196 | 202 | 100 | 0 |
| Lee's Maint. Service (1) Certifications:City of Los Angeles (M) | Black/African American | 1 | | 5 | 14 | 20 | 4.50 | 2 |
| | Hispanic/Latino | | | 1 | 204 | 205 | 34 | 33 |
| | Asian or Pacific Islander | | 2 | | 50 | 52 | 8.75 | 8 |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | 19 | 19 | 4 | 2 |
| | White | | | | 11 | 11 | 2 | 1.8 |
| | TOTALS | 1 | 2 | 6 | 298 | 307 | 53 | 47 |
| Maxim Bldg. Care Certifications None Claimed | Black/African American | | | | | 0 | | |
| | Hispanic/Latino | | | 1 | 27 | 28 | | |
| | Asian or Pacific Islander | 1 | | 1 | | 2 | 100 | |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | | | 0 | | |
| | TOTALS | 1 | 0 | 2 | 27 | 30 | 100 | 0 |
| Premier Bldg. Maintenance Certifications:None Claimed | Black/African American | | | 2 | 4 | 6 | | |
| | Hispanic/Latino | | | 8 | 72 | 80 | | |
| | Asian or Pacific Islander | 1 | 1 | 2 | 5 | 9 | 65 | 35 |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | | | 0 | | |
| | TOTALS | 1 | 1 | 12 | 81 | 95 | 65 | 35 |
| Southern Bldg. Maintenance Certifications:None Claimed | Black/African American | | | 2 | 4 | 6 | | |
| | Hispanic/Latino | | | 1 | 131 | 132 | | |
| | Asian or Pacific Islander | 1 | 1 | 3 | 8 | 13 | 100 | |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | 2 | | 2 | | |
| | TOTALS | 1 | 1 | 8 | 143 | 153 | 100 | 0 |
| United Bldg. Services Certifications: WMBE Clearinghouse (M) | Black/African American | | | | 20 | 20 | | |
| | Hispanic/Latino | | | | | 0 | | |
| | Asian or Pacific Islander | 5 | | 25 | | 30 | 100 | |
| | Amer. Indian/Alaska Native | | | 25 | | 25 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | 25 | | 25 | | |
| | TOTALS | 5 | 0 | 75 | 20 | 100 | 100 | 0 |
| United Maint. Systems (2) Certifications:None Claimed | Black/African American | | | 2 | | 2 | | |
| | Hispanic/Latino | | | 1 | | 1 | | |
| | Asian or Pacific Islander | 1 | 1 | 1 | | 3 | 49 | 51 |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | | | 0 | | |
| | TOTALS | 1 | 1 | 4 | 0 | 6 | 49 | 51 |
| US Metro Group Certifications:County of Los Angeles (M) | Black/African American | | | 1 | 48 | 49 | | |
| | Hispanic/Latino | | | 12 | 912 | 924 | | |
| | Asian or Pacific Islander | 1 | | 4 | 151 | 156 | 100 | |
| | Amer. Indian/Alaska Native | | | | | 0 | | |
| | Filipino American | | | | | 0 | | |
| | White | | | 4 | | 4 | | |
| | TOTALS | 1 | 0 | 21 | 1111 | 1133 | 100 | 0 |

M = minority; W = women; D = disadvantaged; DV = disabled veterans
(1) Ownership percentage numbers incorrectly provided by Proper.

(2) Proposer did not provide information regarding number, gender, and ethnicity of staff.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR JANITORIAL SERVICES
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# LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
# CONTRACT FOR JANITORIAL SERVICE

## PART ONE – GENERAL CONDITIONS

### 1.1 INTRODUCTION

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Grace Building Maintenance Co., Inc. (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the janitorial work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-10 and P-11 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of February 6, 2004 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Facility Specifications), Exhibit 2 (Custodial Duties), Exhibit 3 (Training Requirements), Exhibit 4 (Performance Requirement Summary), Exhibit 5 (Inspection Report), Exhibit 6 (Living Wage Payroll Statement of Compliance), Exhibit 7 (Monthly Certification for Applicable Health Benefit Payments), Exhibit 8 (Notice to Employees), Exhibit 9 (Notice to all Employees poster), Exhibit 10 (Living Wage Program), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

### 1.2 INTERPRETATION OF CONTRACT

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief of the Department's Facilities and Property Maintenance Division or a designated representative.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contractor's Representative.* The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.

*Contract Year.* The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the option years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Living Wage Ordinance.* Los Angeles County Code Chapter 2.201.

*Offer to Perform and Price Proposal.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

## 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall be three consecutive years commencing on the later of February 6, 2004 or the date of approval of the Contract by the Board of Supervisors.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

**1.3.3 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

## 1.4 COMPENSATION

**1.4.1 Contract Sum.** The total amount the County shall pay during any Contract Year for the Contractor's services shall not exceed $99,802. The County may at its discretion expend any portion, all or none of that amount.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $99,802 sum referenced in Section 1.4.1 by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Contract Payment.** The Contractor shall be paid at the annual rate quoted on Form P-1, subject to Section 3.1.

**1.4.4 Additional Work.** The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1, subject to Sections 3.1 and 1.4.1. Special events, emergencies and special or unscheduled jobs shall be considered additional work subject to this section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover the additional work resulting from the Contractor's inadequate performance of scheduled duties.

**1.4.5 Gratuitous Work.** Work performed outside the scope of this Contract without amendment thereto shall be deemed to be a

gratuitous effort on the part of the Contractor, and Contractor shall have no claim against County for such work.

**1.4.6 Increase or Decrease in Service Area.** Should the facilities or cleaning schedule be modified in accordance with Section 2.4.2, the Contractor's compensation shall be modified on a pro rata basis commensurate with the percentage of change in facility square footage to be cleaned as determined by the County. Payment adjustments shall be made to reflect such service reduction or increase.

**1.4.7 Contractor's Invoice Procedures.**

**1.4.7.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding month. Invoices shall identify the Contract number and other information necessary to calculate the payment for work

**1.4.7.2** The monthly invoice shall show the amount due and payable, the dates and locations where work was performed and the names of the employees who performed the work. If unscheduled additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee the hourly rate of compensation.

**1.4.6.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

# LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
# CONTRACT FOR JANITORIAL SERVICE

## PART TWO – STATEMENT OF WORK

### 2.1 GENERAL REQUIREMENTS

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

**2.1.5 Property Damage.** County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the CA.

**2.1.6 No Vehicle Access on Bike Paths.** Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

### 2.2 COUNTY CONTRACT ADMINISTRATOR (CA).

**2.2.1 CA's Authority.** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract. The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

**2.2.2 CA's Responsibility for Directing and Approving Contractor's Work.** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements. The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

### 2.3 CONTRACTOR'S STAFF

**2.3.1 General Personal Requirements.**

**2.3.1.1** The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

**2.3.1.2** The Contractor shall always notify County Sheriff's Office at (310) 823-7762 when working weekends or after hours in any County building.

**2.3.1.3** The Contractor's employees are subject to reasonable dress codes when in the facility; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, the CA, and law enforcement; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations of the facility.

**2.3.1.4** Personnel employed by Contractor and assigned to any County facility shall have no serious misdemeanor, theft or felony conviction.

**2.3.1.5** All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from the Department's facilities. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from County facilities.

**2.3.1.6** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

**2.3.1.7** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

**2.3.2 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the Contract and who shall have full authority to act for the Contractor in all matters related to the performance of the Contract. The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the County's Contract Administrator in scheduling and attending periodic performance evaluation meetings. The Contractor may designate himself or herself as the Contractor's Representative.

**2.3.3 Supervisor.** The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

**2.3.4 Janitorial Staff.** Contractor shall provide the services of sufficient janitorial staff to perform the Contract in accordance with the Work Plan and each term and condition of the Contract. Upon Director's request, the Contractor shall relieve an individual employee of his or her assignment to the performance of he Contract work.

**2.3.5 Changes of Key Personnel.** The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

**2.3.6 Contractor to Notify Employees of Rights Under Living Wage Ordinance.** The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit 8); and
- A notice posted in a conspicuous place in the work area (Exhibit 9)

## 2.4 SERVICES TO BE PROVIDED

**2.4.1 Scheduled Services.** The Contractor's services shall be rendered at the facilities listed in the Facility Specifications (Exhibit 1). The Services shall include, but are not limited to, the tasks listed in Exhibit 2 ("Schedule of Custodial Duties"). The services shall be performed at the times shown in Exhibits 1 and 2.

**2.4.2 County May Add, Delete or Modify Facilities or Modify Scope of Scheduled Services.**

**2.4.2.1** The County reserves the right to add facilities to, or remove facilities from, the list of facilities identified in Exhibit 1; to schedule regular cleaning of added facilities and otherwise to amend and modify Exhibit 1 in accordance with the County's needs.

**2.4.2.2** The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and

shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.4.2.3 The Contractor shall be given reasonable written notice by the CA that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.

2.4.2.4 In the event of such addition of facilities, deletion of facilities, or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.

**2.4.3 Special Events.** The Contractor shall provide custodial services for special events and programs on any day of the week at any time of day when requested by the Director at least 10 working days prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

**2.4.4 Special Cleaning and Unscheduled Work.** The Contractor shall upon 24 hours' notice perform special cleanups or other unscheduled janitorial work at such times and places as are authorized in writing by the Director.

**2.4.5 Emergencies.** The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special janitorial services. The Contractor shall make such services available within two hours of telephone notice.

**2.4.6 Employee Training Program.** The Contractor shall furnish a basic training course that provides the subject matter and topics described in Exhibit 3 ("Training Requirements"). The Contractor shall ensure that its employees successfully complete such training before commencing work.

**2.4.7 Solid Waste Collection and Removal.** At each shift, the Contractor shall collect and remove all solid waste generated in the facilities and place it in an exterior receptacle provided by the County. At each shift, the Contractor shall wash inside and outside or steam clean all receptacles used for food waste. Carts and containers used for collection and/or storage of waste material shall be noncombustible or flame resistant construction labeled or listed by Underwriters Laboratories, Inc. The Contractor shall search waste paper to recover lost valuables or files when requested by the CA.

**2.4.8 Other Duties.** The Contractor shall perform other duties within the scope of the Contract as required by the Director.

## 2.5 LOGS AND REPORTS

**2.5.1 Daily Maintenance Log.** The Contractor shall maintain daily maintenance logs that shall be made available to the CA on request. Such logs shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The facilities cleaned by each employee;
- The location and nature of all reports made pursuant to Sections 2.5.5 and 2.5.6;
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure;
- The conditions of the doors and windows when the shift starts and at the end of the work shift; and
- The names and times in and out of all subcontractors.

**2.5.2 Contractor to Make Monthly Reports.** The Contractor shall submit with each invoice a report describing the services rendered during the period; the charge for the services rendered; the balance of funds remaining under the Contract; the names, dates and hours worked of each employee; and the subcontractors employed and their dates and hours worked.

**2.5.3 Complaint Log.** The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude, and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be

submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

**2.5.4 Reporting Injury, Theft, Damage, or Vandalism.** The CR shall report to the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

**2.5.5 Reporting Emergency Repairs.** The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, overflowing toilets, broken water pipes or exposed electrical wires. After hours notification shall be made to the Marina Maintenance Supervisor, tel. (310) 337-7476, pager (310) 501-0063, or cell phone (310) 490-8700.

**2.5.6 Living Wage Ordinance Compliance.** Contractor shall provide the reports required by Section 3.32 as directed by the CA. The Contractor shall complete and submit with each monthly invoice the Payroll Statement of Compliance form (Exhibit 6) and the Monthly Certification for Applicable Health Benefit Payments (Exhibit 7) unless directed otherwise by the CA.

## 2.6 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

**2.6.1 Storage.** During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the CA. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

**2.6.2 Keys and Gate Cards.**

**2.6.2.1** The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities to be cleaned. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

**2.6.2.2** The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

**2.6.2.3** The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

## 2.7 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR

**2.7.1 Contractor to Furnish Supplies and Equipment.** Except for the items furnished by the County pursuant to Section 2.4, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

**2.7.2 Chemicals Subject to CA Approval.** All disinfectants or other chemicals used by the Contractor shall be subject to approval by the CA.

**2.7.3 Uniforms.** The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

**2.7.4 Photo I.D.** The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

**2.7.5 Vehicles.** The Contractor shall provide all motor vehicles used to perform the Contract work. Vehicles shall be registered to the Contractor. The Contractor shall identify each vehicle used in the performance of the Contract

work with signs or logos that include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

**2.7.6 Disposition of Supplies on Termination of Contract.** Stocks of paper, supplies, hand soap, etc., remaining in the facilities at Contract termination shall not be removed.

## 2.8 QUALITY ASSURANCE

**2.8.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.8, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

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

**2.8.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's quality control plan set forth in Contractor's Work Plan (Form P-2), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

**2.8.4 County's Quality Assurance Plan**

**2.8.4.1** The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirements Summary (Exhibit 4).

**2.8.4.2** Contractor's compliance with the Performance Requirements identified in Exhibit 4 shall be evaluated annually as provided in Section 2.8.2.

**2.8.4.3** The Contractor agrees to and accepts the provisions of the Performance Requirement Summary Chart, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

**2.8.4.4** Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Deficiency Report (DR) to the Contractor in any incident of failure to comply with the Performance Requirements or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

**2.8.4.5** The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 4 or proceed with Contract termination as provided in Section 3.16.

**2.8.5 Liquidated Damages.**

**2.8.5.1** In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 4, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 4 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

**2.8.5.2** The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 4 will have resulted in a loss of its savings in the costs of the work to be performed; and
- The liquidated sums specified in Exhibit 4 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

# LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
# CONTRACT FOR JANITORIAL SERVICE

## PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to comply with, and shall require its subcontractors to comply with, all applicable provisions of the Displaced Janitor Opportunity Act (California Labor Code Section 1060, et seq.) as now enacted or later amended.

**3.4.4** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

**3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

**3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** 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 Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

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

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") 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 Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

**3.9 INSURANCE**

**3.9.1 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 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, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) 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

(5) Identify any deductibles or self-insured retentions for 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.

**3.9.3 Insurer Financial Rating.** 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.

**3.9.4 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.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) 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 CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing

evidence to the CA 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.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** 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 & Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

**3.9.8.2** 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".

**3.9.8.3** 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 Contractor is responsible. If 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 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 |

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract 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 Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

**3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

**3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or

contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 3.17 DEFAULT FOR INSOLVENCY

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### 3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice,

including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

**3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

**3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

**3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

**3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

**3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** 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 Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

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 reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of the agreement, 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 Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

## 3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

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

## 3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

**3.32.1 Living Wage Program.** This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 11 and incorporated by reference into and made a part of the Contract.

**3.32.2 Payment of Living Wage Rates.**

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

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

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

the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

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

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

3.32.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

**3.32.3 Contractor's Submittal of Certified Monitoring Reports.** Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and 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, or any 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, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**3.32.4 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.

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

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

**3.32.7 Enforcement and Remedies.** If Con-tractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

**3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If 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 Con-tractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of 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 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 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 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 Contractor.

**(c) Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.7.2 Remedies for Payment of Less Than the Required Living Wage.** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of 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 Con-tractor 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 Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until 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 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 Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

(c) **Termination.** Contractor's 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, County may, in its sole discretion, terminate the Contract.

**3.32.8 Debarment.** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

**3.32.9 Use of Full-Time Employees.** Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless 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 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. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

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

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

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

## 3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

**3.33.1** 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.

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time

not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

**3.33.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

**3.33.6** A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.33.7** These terms shall also apply to Subcontractors of County Contractors.

**3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.35 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.36 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.36.1 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.

**3.36.2 Written Employee Jury Service Program.**

**3.36.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days 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.

**3.36.2.2** For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County

contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

## 3.37 SAFELY SURRENDERED BABY LAW

**3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

**3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places 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.

## 3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

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

Grace Building Maintenance Co., Inc.

By_____
David Jeong, President

By_____
Chairman, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By Original signed
Deputy

FORM P-1

# REQUEST FOR PROPOSALS—MARINA DEL REY JANITORIAL SERVICES
# OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name: Grace Building Maintenance Co., Inc.

Address: 3580 Wilshire Blvd. suite 1420

Los Angeles, Ca 90010

Phone: 213-386-2003 Fax: 213-386-2119

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide janitorial services at the specified County facilities in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other

State of organization: California Principal place of business: Los Angels

Out of state vendor's authorized agent for service of process in California:

Name_____ Address_____ Phone_____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

| Name | Title | Phone |
|---|---|---|
| David Jeong | President | 213-386-2003 |
| | | |

Dated: 12/20/03 Proposer's signature:

(213)386-2003

David Jeong President

Name Title Phone

PRICE PROPOSAL

Fill in all of the unshaded boxes This chart will be used for a variety of purposes as follows.:

- The first column represents items of expense incurred by the contractor in providing the service.
- The second column should show the annual staffing hours of janitorial workers required by the Contract and the hours of service rendered by "Other Personnel" such as supervisors and contract managers. No minimum hourly requirement is given for these positions, but the quoted numbers will be used by the County to assist in evaluation of the adequacy of the Proposer's Work Plan (Form P-2).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The next column (Contractor's annual cost) should accurately reflect all cost items, as well as profit, that are included in the proposed annual price -- TOTAL (ANNUAL COST TO COUNTY).
- The "Annual Cost to County" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services.
- The lower right box "Hourly Rate for Increased or Reduced Services" will be used for adjustments to monthly compensation in those instances when a change in staffing levels or extra work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours, or the cost of one hour of janitorial services.

| COST ITEMS | ANNUAL STAFFING HOURS | HOURLY WAGE | CONTRACTOR'S ANNUAL COST |
|---|---|---|---|
| JANITORIAL WORKERS | 4,954 **** | $ 9.46 | $ 46,864.84 |
| OTHER PERSONNEL | | | |
| SUPERVISOR | 1,040 | $ 10.25 | $ 10,660 |
| CONTRACTOR REPRESENTATIVE | | $ | $ |
| 1 Contract Manager | 72 | $ 14.50 | $ 1,044 |
| 2 | | $ | $ |
| HEALTH PLAN | | | $ |
| OTHER BENEFITS, IF ANY - vacation, sick leave | 192 | $ 9.46 | $ 1,816.32 |
| SUPPLIES | | | $ 24,592 |
| OTHER EXPENSES & OVERHEAD | | | $ 8,104.84 |
| PROFIT | | | $ 6,720 |
| TOTAL (ANNUAL COST TO COUNTY) | | | $ 99,802 |
| HOURLY RATE FOR INCREASED OR REDUCED SERVICES | | | $ 15.80 |

FORM P-1A

# COST BREAKDOWN BY FACILITIES

## DEPARTMENT OF BEACHES AND HARBOR ADMINISTRATION BUILDING

Frequency: Mon.-Fri. All windows on west side facing the ocean are to be washed six times per year.

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 7,188 sq. ft. | 624 | $ 10,389 |
| 6,282 sq. ft. carpet | 467 | $ 7,776 |
| 511 sq. ft. ceramic | 46 | $ 766 |
| 299 sq. ft. tile 96 sq. ft. terrazzo | 38 | $ 633 |
| 9 restrooms | 312 | $ 5,195 |
| 3 showers | 96 | $ 1,598 |
| 134 light fixtures | 20 | $ 333 |
| | SUBTOTAL | $ 26,690 |

## BURTON W. CHACE COMMUNITY BUILDING

Frequency: 7 days service

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 3,345 sq. ft. | 398 | $ 6,627 |
| 2,950 sq. ft. carpet | 295 | $ 4,911 |
| 260 sq. ft. tile | 31 | $ 517 |
| 132 sq. ft. ceramic | 19 | $ 317 |
| 2 restrooms | 75 | $ 1,248 |
| 47 light fixtures | 15 | $ 250 |
| | SUBTOTAL | $ 13,870 |

## MARINA INFORMATION CENTER

Frequency: 7 days service

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 1,340 sq. ft. | 165 | $ 2,747 |
| 268 sq. ft. carpet | 33 | $ 550 |
| 1,072 sq. ft. tile | 128 | $ 2,131 |
| 3 restrooms | 107 | $ 1,780 |
| 8 light fixtures | 6 | $ 100 |
| | SUBTOTAL | $ 7,308 |

DEPARTMENT OF BEACHES AND HARBORS WAREHOUSE

Frequency: Thursday only

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 1,501 sq. ft. | 31 | $ 517 |
| 843 sq. ft. carpet | 17 | $ 284 |
| 658 sq. ft. tile | 15 | $ 250 |
| 2 restrooms | 16 | $ 266 |
| 4 light fixtures | 2 | $ 33 |
| | SUBTOTAL | $ 1,350 |

TRAILER COMPLEX (5 temporary buildings)

Frequency: Mon.-Thurs

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 4,800 sq. ft. | 245 | $ 4,080 |
| 4,500 sq. ft. carpet | 187 | $ 3,114 |
| 300 sq. ft. tile | 21 | $ 350 |
| 6 restrooms | 164 | $ 2,727 |
| 72 light fixtures | 31 | $ 517 |
| | SUBTOTAL | $ 10,788 |

CHACE PARK PUBLIC RESTROOMS

Frequency: Four times daily (12p.m., 3 p.m., 7 p.m., 10 p.m.) on weekdays May 1- September 30 and on all Saturdays, Sundays and Holidays; twice daily (2 p.m. and 10 p.m.) on weekdays October 1 -April 30.

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 3 restrooms | 155 | $ 2,580 |
| 2 showers | 54 | $ 899 |
| 17 toilets | 772 | $ 12,854 |
| 5 urinals | 151 | $ 2,515 |
| 12 sinks | 147 | $ 2,448 |
| | SUBTOTAL | $ 21,296 |

CHACE PARK – SCOUT SEA BASE

Frequency: 7 days service

| AREA | ANNUAL MAN-HOURS | COST |
|---|---|---|
| 4,533 sq. ft. | 405 | $ 6,744 |
| 3,876 sq. ft. carpet | 283 | $ 4,712 |
| 747 sq. ft. tile | 73 | $ 1,226 |
| 1,068 sq. ft. wall tiled area | 155 | $ 2,581 |
| 4 restrooms | 185 | $ 3,247 |
| | SUBTOTAL | $ 18,500 |

| | |
|---|---|
| * GRAND TOTAL | $ 99,802.00 |

* Grand Total must equal Total Annual Cost to County on Form P-1, Page 2

# CUSTODIAL SERVICES KEY PERSONNEL PROFILE

**JUAN GALVEZ – CONTRACT MANAGER**
3755 11TH Street
Los Angeles, CA 90005

Juan has over 20 years experience in the janitorial service industry. Juan came to our company in 1991 from Property management company in south bay area and has the ability to manage, organize and train cleaning staffs in buildings up to 1 million sq. ft. and proved invaluable. Juan is responsible for operation and quality control in South Bay area and part of Los Angeles county.

**MARCO HERNANDEZ : SHIFT SUPERVISOR**
1227 4TH Street
Los Angeles, CA 90029

Marco has over 10 years experience as a custodian with us throughout the L. A. County. Having over fifteen years experience in the custodial capacity and ability to instruct fellow custodians in the performance of manual tasks requiring moderate strength and the body mechanics related to the tasks.
His career began as a custodian at the L. A. international airport maintenance department in the 70's.
He has brought a reputation and experience to our company that is unsurpassed.

**MARIO MORALES – FLOOR CARE SUPERVISOR**
730 S. Oxford Street # 306
Los Angeles, CA 90005

Mario has over 20 years of hands on experiences of floor & carpet care operations with our company.
His career began as a Foreman at the Sears Department Store and has attended special courses and/or seminars relating to hard floor care. Pedro has ability to establish and maintain excellent floor care program for any kind of floor type including marble, wooden floors and Knowledge of floor care chemicals, operation of mechanical cleaning equipment.

# JANITORIAL SUPPLIES LIST

| | PRODUCT NAME | | | | |
|---|---|---|---|---|---|
| | Floor Stripper | | 5 GAL PAIL | | |
| | Glass Cleaner – Concentrated Liquid | | GAL | | |
| | Shine-up – Spray Wood Polish | | CS | | |
| | Ajax – Powder All-purpose Cleaner | | CS | | |
| | Neutral Cleaner | | GAL | | |
| | All-purpose Cleaner | | GAL | | |
| | Lime-a-way – Water Stain Cleaner | | GAL | | |
| | Ceramic Tile Cleaner | | GAL | | |
| | Disinfectant- restroom Cleaner | | GAL | | |
| | Deodorizer – Lemon Sent | | GAL | | |
| | Graffiti Remover | | CS | | |
| | Metal Sheen – Stainless Steel Cleaner | | GAL | | |
| | Bite Boy – Metal Cleaner | | QT | | |
| | Liquid Bleach – Strength Cleaner | | GAL | | |
| | Gum Remover- Aerosol | | CAN | | |
| | Bowl Cleaner | | QT | | |
| | Heavy Duty Degreaser | | GAL | | |
| | # 96 Scouring Pads | | CS | | |
| | Water Mop Head 32 OZ – Blue or Green | | CS | | |
| | Water Mop Head 24 OZ – Blue or Green | | CS | | |
| | Blue Dust Mop Head with Frame – 24" | | EA | | |
| | Blue Dust Mop Head with Frame – 36 " | | EA | | |
| | BLUE/ Shop Towel - 16x26" 25 LBS | | CS | | |
| | White stitch wipers 25 LBS | | CS | | |
| | Plastic Scraper | | EA | | |
| | Pumice Stone | | CS | | |
| | #74 Scrubbing Sponges | | CS | | |
| | Disposable Latex Glove - Medium | | CS | | |
| | Floor Wax | | 5 Gal Pail | | |
| | Spin Out-Bonnet Cleaner | | CS | | |
| | 301 Hi-Foam Shampoo | | CS | | |
| | 3M Extraction Cleaner | | CS | | |
| | De-Former | | CS | | |
| | Carpet Spotter | | CS | | |
| | Carpet Spotting Kit | | EA | | |
| | Carpet Pre-Treatment | | CS | | |
| | Floor Pad 18 " Black- Hi Pro | | CS | | |
| | Black | | CS | | |
| | Red | | CS | | |
| | White | | CS | | |
| | Green | | CS | | |
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# EQUIPMENT LIST

| EQUIPMENT NAME | MAKER | MODEL / CAPACITY | CATALOG# | QNTY | IN STOCK | |
|---|---|---|---|---|---|---|
| Pick Up Truck | | | | 1 | | |
| | | | | | | |
| Automatic Carpet Scrubber | Advance | | | 1 | | |
| Carpet Extractor | Minuteman | Ambassador | | 1 | | |
| Carpet Spotter | Minuteman | Gotcha | | 2 | | |
| Upright Vacuum –Duel Motor | Minuteman | | | 5 | | |
| | | | | | | |
| Back Pack Vacuum | Minuteman | BPV | | 1 | | |
| Wide Area Vacuum | Minuteman | MPV 31 | | 1 | | |
| Side By Side Floor Machine | | 20" / 175 RPM | | 1 | | |
| Electric Floor Buffer | | 1500 RPM | | 1 | | |
| Wet Vacuum | | 20 Gal | | 2 | | |
| Carpet Sweeper | | | | 15 | | |
| Mobile Trash Brute | | 44 Gal | | 5 | | |
| Water Bucket | | 35 Qt | | 12 | | |
| Janitor Cart | | | | 4 | | |
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# EXPERIENCE

GBM is very aware of the significance of the proper implementation of the work specifications and necessity of a proper transition to ensure that all facets of the operation will be successfully accomplished in a timely manner.

Since its inception in 1980, GBM has been providing commercial facility services through out the United States. The experience garnered during this period enables us to thoroughly understand the requirements, expectations and unique problems encountered while servicing commercial properties.

GBM is proficient in concrete, marble and terrazzo hard floor cleaning and sealing, carpet and upholstery cleaning, parquet floor care, static free tile and computer raised floor care, linoleum care and vinyl/asbestos tile maintenance.

# VALUE ADDED MISCELLNIOUS SERVICES

Grace Building Maintenance, is a California minority business enterprise (MBE) established in 1980. Since its inception, GBM has grown to become one of the premier janitorial service providers in the United States. Currently employing over 200+ service workers covering an average of a multi million square feet per day. GBM has the management experience, availability of supervisory personnel, financial capability and resources to accomplish all of the requirements of commercial properties.

GBM has been providing Fortune 100+ clients with the following commercial facility services:

* **Complete Janitorial Services**
* **Window Washing Service**
* **Carpet and Stone Care**
* **Landscaping Services**
* **Controlled Environment Cleaning**
* **Security Guard Services**
* **Pest Control Services**
* **Fleet Washing Services**
* **Parking Lot Sweeping & Scrubbing**
* **Ramp and Runway Scrubbing Services**
* **Construction Clean Up Services**
* **Parking Services**

GBM understands the issues that facility managers face daily. Based on our knowledge and experience in dealing with janitorial contractors and cleaning personnel, GBM has developed a number of value-added services to supplement our facility service solutions.

We believe in providing services that exceed our customer's expectations and we will work with them closely to achieve our goals. GBM stands behind our services with a 100 % service guarantee.

# EXPERIENCE AND CAPABILITY

Grace Building Maintenance is a Professional janitorial service company business based in Los Angeles. We have provided building services and floor care services nationwide business community for the past two decades, and look forward to providing continual services for many years to come.

The company is divided into two commercial service divisions: 1) retail properties providing specific floor care services and 2) all other commercial properties serving government facilities, office buildings, private schools, airport terminals and medical centers as well as industrial properties.

GBM bonds and insures more than 200 employees and performs custodial services for many commercial properties as well as retail stores for the last 20 years. The crew and supervisors take pride in using only *QUALITY* products, *PROFESSIONAL* skills and *STATE-OF-THE-ART* equipment and our training program and quality control program assures their performance.

We believe the primary element in the successful performance of contract janitorial service is management and supervision. Exemplary management ensures top service. The General Manager is headquartered at the corporate office. The General Manager directs the Regional Managers. The Regional Managers are in charge of specific geographic regions and direct and supervise the Operation Managers.

The Operation Manager's primary purpose is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They call on customers and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or crew Foreman handles front line, on the job supervision.

With over a century of collective managerial and operational skills, Grace Building Maintenance has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients.

# FINANCIAL CAPABILTY

GBM has the financial capability to perform this service contract with no interruption or disruption to the service operations. We are obligated to pay our employees and the related payroll taxes and insurance, as well as provide equipment and supplies. It is our experience that these expenses are born at contract commencement for forty five to sixty days before initial payment will be received from the client. We anticipate this and are financially capable of managing these expenses. *Currently, GBM has a revolving credit line in excess of $ 500,000.00 with Wells Fargo Bank,* GMBM has maintained a business account in satisfactory standing for the past 15 years. GBM has never been declared bankruptcy and are not involved in any litigation, liens or claims at this time.

# IMPLEMENTATION PALN

Grace Building Maintenance's management is goal oriented, which places primary emphasis on solution-seeking behavior and on-the-job results. Accordingly, the first step in developing a specific management approach for a newly proposed business is to create a clearly defined set of performance standards for the job and proceed to develop a basic operation plan customized around those standards. Performance goals which must be achieved – on schedule with Quality Assurance in mind –for the provision of custodial and related services at your facilities are:

1. Safe, clean, sanitary premises; maintain all facilities at a peak level of "just opened" appearance at all times.
2. Cooperative interface with property manager assigned to this project.
3. Preventive, as well as corrective actions.
4. Flexibility and adaptability.
5. Provision of custodial services with respect for the important and complex work being performed.

With that in mind, we propose a comprehensive and continuing program encompassing the provision of personnel, supervision, and related requirements and services necessary to provide full and complete custodial services as described in the work specifications.

## TECHNICAL RESPONSE REQUIREMENTS

GBM proposes to use methods and procedures that have proven successful on large custodial service contracts that we have managed. Our techniques have evolved and been refined over the years. Here we address the ability of our firm to ensure that all personnel assigned to provide services under the proposed contract meet or exceed standard for quality and appearance in the performance of their tasks. In order to do so, we have isolated the important steps that we take to accomplish this. First of all, we must know the contract requirements. One of the first tasks, upon notification of contract award to our company, is management indoctrination of the requirements of the contract. Key company personnel will be assigned to this project in support of the local, on-site, management and supervisory staff. These persons will be responsible to oversee and to manage this project. Therefore, at all levels of responsibility, detailed knowledge and understanding of the contract requirements must be established. At the company level, the Operations Manager, the Quality Control Manager, and the President are required to know and understand the contract requirements. The following attachments are our company concept for providing supervision and quality control to include special methods for monitoring performance and communication.

1. Start Up and Ongoing Management Plan.
2. Staffing Plan & Work Schedule.
3. General Work Statements and Floor, Carpet, Restroom Care Programs.
4. Network Management and Customer Service.
5. Quality Control, Daily Check List and Follow Up Procedure.
6. Training and Security Method.

# START UP AND ONGOING MANAGEMENT PLAN

## I. SCOPE OF WORK

### A. TWO WEEKS PRIOR TO COMMENCEMENT

Review Equipment and Supplies
Introduce Contract Manager & On-site supervisor
Walk entire facility noting areas that need special attention and improvements
Review trash removal procedures including recycling program
Organize all Equipment and supply storage
Set delivery time for supplies and equipment
Formulate crew
Establish job assignment – Review all work requirements, density of building, physical layout, and time constraints. Structure a plan for cleaning the facility, coordinate the workers into the assignments in an effective manner

### B. ONE WEEK PRIOR TO COMMENCEMENT, MEETING WITH PROPERTY MANAGER

Introduce GBM staff
Receive floor plans
Review keying/security procedure
Reviewing janitorial log book implementation
Set up daily, periodic work schedules and inspection schedules.
Deliver and confirm emergency phone, pager numbers and customer service guidelines.

### C. COMMENCEMENT DATE

1. Janitorial management staff assembles at building
2. Preparation for arrival of crew and commencement of cleaning

## II. SUPERVISORY PLAN

### A. CONTRACT MANAGER

Liaison with facility management and tenants
Provide Quality Control program
Review schedules with facility management

### B. ON-SITE SUPERVISOR

1. Administer overall supervision to building janitorial staff
2. Review with crew daily, request, complaints and scheduling
3. Responsible for maintaining security and proper cleaning standards
4. Ensures periodic work is accomplished per schedule

# MANAGEMENT AND SUPERVISION

The primary element in the successful performance of contract janitorial service is management and supervision, top management of the janitorial service operation. Directly under the General Manager, who is headquartered at our main office, directs a number of Regional Managers. The Regional Managers are in charge of specific geographic areas and directs/ supervises a number of Operation Managers.
The Operation Manager's primary purpose is to increase the operation effectiveness of all the people under his supervision. He trains and assist his personnel, calls on our customers and assist them with any problems they may have. He is fully responsible for maintaining the quality of our services.
Front line supervision is handled by the Supervisor or crew Foreman who works from six o'clock in the evening to three o'clock in the morning. With over a century of collective managerial, operational and janitorial skills, GBM has continued to grow both size and reputation we pride ourselves in being able to meet the highest expectation of our many satisfied clients.

## MANAGEMENT

GBM shall conduct inspections to insure that work is being accomplished in accordance with our standard and to the satisfaction of the customer. A representative will conduct periodic daytime inspection with key management personnel to assure work performance is being met.

## SUPERVISION

GBM will provide qualified supervision to assume responsibility for personnel while performing the services as outlined in the cleaning schedule. Supervisors assigned to the account will thoroughly briefed on all specifications and requirements.

## JOB ASSIGNMENTS AND WORK LOADING

A three person team utilizes their experience in organizing the work program for your facility : Contract Manager, Quality Control, and On-site Supervisor whose direct responsibilities of the facility will be :

- Work specifications, density of building, physical layout, and time constraints. This team structures a plan for cleaning the facility, then fits people into the plan by making the most effective assignments possible.
- Each assigned custodian is then trained to perform their assignment (Training Program) The objective is thoroughness and efficiency, so that custodian is trained in a system and is taught to use methods developed and proven by **BSCAI** ( Building Services Contractors Association international ). The custodian is made familiar with in total work specifications as well as the individual requirements of his/her assignment.

## PERIODIC WORK

Periodic work is written into a schedule, and copies of the schedule are retained by the Contract Manager and On-site Supervisor. Each time on schedule is written as a work order and assigned to appropriate personnel. When the work item has been completed, a Follow-up Inspection is made by Contract Manager. If result is satisfactory, the item is checked off the schedule and the work order is file

# CUSTODIAL SERVICES KEY PERSONNEL PROFILE

**JUAN GALVEZ** – DAY SHIFT SENIOR SUPERVISOR

Juan has over 20 years experience in the janitorial service industry. Juan came to our company in 1991 from Property management company in south bay area and has the ability to manage, organize and train cleaning staffs in buildings up to 1 million sq. ft. and proved invaluable. Juan is responsible for operation and quality control in South Bay area and part of Los Angeles county.

**MARCO HERNANDEZ** : NIGHT SHIFT SUPERVISOR

Marco has over 10 years experience as a custodian with us throughout the L. A. County. Having over fifteen years experience in the custodial capacity and ability to instruct fellow custodians in the performance of manual tasks requiring moderate strength and the body mechanics related to the tasks.
His career began as a custodian at the L. A. international airport maintenance department in the 70's.
He has brought a reputation and experience to our company that is unsurpassed.

**MARIO MORALES** – FLOOR CARE SPECIALIST

Mario has over 20 years of hands on experiences of floor & carpet care operations with our company.
His career began as a Foreman at the Sears Department Store and has attended special courses and/or
seminars relating to hard floor care. Pedro has ability to establish and maintain excellent floor care program for any kind of floor type including marble, wooden floors and Knowledge of floor care chemicals, operation of mechanical cleaning equipment.

# GRACE BUILDING MAINTENANCE CO., INC.

3580 WILSHIRE BLVD. SUITE 1420 LOS ANGELES, CA 90010 (213)386-2003 FAX: 386-2119

December 5,2003

Dear Evaluation committee members,

I have been involved in the commercial building cleaning and maintenance industry in Los Angeles since 1980, My initial experience was a supervisor of personnel with responsibility Of overseeing job performance by cleaning personnel and bringing about full satisfaction to owners and manager of buildings. By 1990 I was overseeing operations, which were generating in excess of 10 million dollars of revenues each year.

From 1990 to 1996, I was associated with World Services Corporation, handling not only my own accounts through them but also originating and managing new accounts. In connection with my account, I have full hands on responsibility for the maintaining of same and the providing of proper services in all areas of building maintenance, cleaning and security protection.

In 2000, I organized and commenced operation of Grace Building Maintenance. The Company have both greatly expanded their range of services and increased the number of account to almost double those with which we started. In addition to basic service, which I oversee, we provide consulting services to Real Estate owners and managers to assist them in both the method of construction and alteration of their buildings so that the best of maintenance and security services can be provided to them.

I devote full time to the operations of the business an am available to our clients seven days a week, twenty-four hours a day to provide the best service possible in the industry.

As a candidate of the Service Contract Manger for County Health Services Housekeeping project and the Bid Writer, if you have any question on this proposal or need further information on our company, please contact me at (213) 386-2003 , 820-9083.

Bruce M. Hwang

# PERSONNEL PROGRAM

GBM has always been highly selective in the hiring of our employees. From the recruitment of a General Manager to the hiring of a member of the custodial staff, nothing is left to chance.

## HIRING NEW EMPLOYEES

From the time an applicant fills out an employment application, he or she is covered by a formalized personnel program administered by an experienced staff. Each applicant is subject to an extensive three-point background check prior to permanent employment.

## HIRING CRITERIA

| POSITION | QUALIFICATION | COMMUNICATION SKILLS – ENGLISH |
|---|---|---|
| SUPERVISOR | 5 YEARS | SPEAK / READ / WRITE |
| LEAD PERSON | 3 YEARS | SPEAK / READ / WRITE |
| CUSTODIAN – EXPERIENCED | 1 YEARS | UNDERSTAND ORAL & WRITTEN INSTRUCTIONS |
| CUSTODIAN – NON EXPERIENCED | SUBJECT TO TAKE TRAINING PROGRAM | UNDERSTAND ORAL & WRITTEN INSTRUCTIONS |

## EMPLOYEE ORIENTATION

1. To give the new employee a sense of belonging.
2. Provide necessary job related information.
3. Introduce the worker to his job.
4. Assess his initial performance.

Periodic follow-up interview, coupled with quarterly performance ratings, afford GBM the opportunity to appraise and scrutinize each employee's job performance, work attitude and reliability. Our company's Personnel Program has resulted in low employee turnover and an extremely low accident rate and the reassuring knowledge that every GBM employees are honest, well-trained and reliable professional.

## APPEARANCE

GBM personnel will work in neat and clean uniforms. Company will furnish employees with a sleeve shirt, or some other type of upper body wear, bearing the company's identification. Appropriate uniforms will be worn at all times, including personnel who are being trained.

## COMMUNICATION SKILLS

GBM will ensure that all member of custodial crew, on-site, will be able to Communicate in English both verbally and in writing. All custodial personnel will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

## SECURITY PRECAUTIONS

Custodial personnel will not allow anyone on the premises unless they are specially assigned by the Contract Manager to do custodial services at the facility. This rule will be strictly enforced.

## EMPLOYEE THEFT/FRAUD PREVENTION PROGRAM

We have implemented a routine background check through a contracted agency on every employee which consists of criminal and past employment history. GBM also keeps a signed non-disclosure statement protecting clients of any exposure to trade marks. In compliance with enforcement, we have a fidelity bond along with an employee dishonest policy.

# SUPERVISOR'S REPORT

- REPORTED BY : _____ DATE: _____
- TIME IN : _____ TIME OUT : _____

| | | | | |
|---|---|---|---|---|
| **CONFIRM MEMOS :** | # | # | # | # |
| **UNCONFIRM MEMOS :** | # | # | # | # |

## AREA INSPECTED

1. _____ 6. _____
2. _____ 7. _____
3. _____ 8. _____
4. _____ 9. _____
5. _____ 10. _____

* (SEE ATTACHED INSPECTION REPORTS )

## EQUIPMENT BREAKDOWN

| BUILDING | EQUIPMENT | NATURE OF PROBLEM |
|---|---|---|
| | | |

## DAMAGE & ACCIDENT REPORT

- BUILDING : _____

| TIME | WHERE/ HOW IT OCCURRED | ACTION FOLLOWED |
|---|---|---|
| | | |

## SPECIAL JOB COMPLETED

| BUILDING | DESCRIPTION OF JOB | MATERIAL USED |
|---|---|---|
| | | |

# INCIDENT REPORT

- CLIENT : _____
- LOCATION : _____

DATE OF INCIDENT:_____ TIME OF INCIDENT : _____

**Description of Incident**: ( Explain in detail, Consult instruction sheet for check list )

_____
_____
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**Action Taken** : ( Who investigated ? Who was notified ? Was situation corrected ? )

_____
_____
_____
_____

**Comments and Recommendations**: ( Should further action be taken ? Can future incidents of this nature be prevented ? How ? )

_____
_____
_____
_____
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_____
Reporting Person's Signature

_____ _____
Supervisor's Signature Date

# CUSTODIAL SERVICE INSPECTION REPORT

| ITEM # | NATURE OF PROBLEM | PRIORITY # |
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* Walk through inspection report attached.

| COMMENTS | | |
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| INSPECTION DATE | NAME | INITIAL |

| COMMENTS BY FACILITY MANAGER ( WHEN PRESENT ) |
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**ACTION TAKEN**

| WORK ORDER NUMBER | PRIORITY # | ASSIGNED SUPERVISOR | INITIAL |
|---|---|---|---|
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**RESULT**

| WORK ORDER NUMBER | DATE COMPLETED | COMPLETED BY | CONFIRMATION |
|---|---|---|---|
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# WORK ORDER

( ) PRIORITY 1 : COMPLETE WITHIN 24 HRS.
( ) PRIORITY 2 : COMPLETE WITHIN 5 DAYS
( ) PRIORITY 3 : COMPLETE WITHIN 10 DAYS

NUMBER____________________
ORDER DATE __________________
ORDER TYPE : INSPECTION ( )
COMPLAINT ( )
TAKEN BY____________________

1. ALL QUESTIONS REGARDING WORK ORDER SHOULD BE DIRECTED TO CONTRACT MANAGER.
2. COMPLETE AND RETURN WORK ORDER WITHIN PROPER TIME FRAME.
3. INSPECTION REPORT / DISCREPANCY REPORT ATTACHED.

| REQUIRED SERVICE / DESCRIPTION OF WORK | |
|---|---|
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| DATE COMPLETED : | TIME COMPLETED : |
| COMPLETED BY : | |

**CONFIRMATION**

| WORK ORDER | QUALITY LEVEL | |
|---|---|---|
| | ACCEPTABLE | DEFICIENT |
| | | |
| RESCHEDULED DATE | | |

# GENERAL WORK QUALITY STANDARDS

## 1. General

GBM shall accomplish the specific janitorial tasks for all areas listed in work specifications, minimum requirements, in accordance with the specific tasks and frequencies, as described below. GBM shall designate a person to coordinate with the facility manager regarding all aspects of these tasks. GBM shall provide all management, planning, supervision, administration, equipment, supplies and personnel necessary to ensure the tasks outlined below are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. GBM shall have both a female and male attendant present during business hours to improve service and refill dispensable supplies, clean lunch rooms after each lunch breaks.

## 2. Restrooms

Upon completion of cleaning restrooms, trash shall have been removed; all surfaces of restrooms shall be disinfected and there shall be no streaks, stains, urine, excess stagnant liquids, unpleasant odors, marks, detergent residue, dirt accumulations, mold, fungus, minerals deposits, gum, or soiling on any surface, including but not limited to: toilets, urinals, partitions, sinks, mirrors, windows and walls.

## 3. Floors and Thresholds

Floor surfaces and baseboards shall be maintained clean and free of marks, dirt, gum, and other foreign matter. All resilient and hard floor areas shall be sprayed-buffed and/or stripped, sealed and refinished and have a uniform high luster without unsightly finish buildup on floor, baseboard or walls. Hard floor surfaces and grout shall be kept free of dirt build-up and shall be machine scrubbed and disinfected, when applicable, to maintain cleanliness. Stone (Marble) floors must be maintained to industry and manufacturer standards.

### Carpets

General Cleaning. After being vacuumed, the carpet shall be free of visible litter, soil, dust, and unpleasant odors. After shampooing or dry-cleaning carpet, the carpet shall be uniform in appearance and free of streaks, stains, sports, gum, discoloration and chemical or detergent residue. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and similar items. The carpet shall be dry and ready for use by start of tour hours.

Spot Cleaning. All spillage, gum, dirt accumulation or crusted material shall be removed along with spots and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned spots shall blend with adjacent areas of carpet.

### Stairways

Surfaces (horizontal and vertical) shall be swept, mopped or scrubbed and shall be free of dirt, grease, grime, cobwebs, debris and other foreign substances and shall present an overall appearance of cleanliness.

## 6. Aluminum, Brass/Bronze and Stainless Steel

Surfaces shall be free of dirt, dust, grime, gum, debris, and other foreign substances and shall have a polished lustrous appearance without any dry brass polish residue visible.

## 7. Mopping

7.1 Dust Mop. After dust mopping, floor surfaces shall be mopped. Chairs, trash receptacles, and easily moved items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris on furniture, walls, baseboards or mop strands remaining in the area.

7.2 All accessible areas shall be mopped. Chairs, trash receptacles, and easily moved items shall be moved to mop underneath. After being mopped, the floor shall have uniform appearance, with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris on furniture, walls, baseboards or mop strands remaining in the area.

## 8. Dustings

8.1 Surface level. There shall be no obvious signs of dust on any surface on all levels up to and including 6 feet in height. All horizontal, vertical and under surface areas shall be free of dust, smudges or spots. When dusting horizontal surfaces, particularly desktops, items may be moved to dust under, but in no case shall papers be moved.

8.2 High dusting. Surfaces shall be free of obvious signs of dust and cobwebs.

## Walls, Doors, Partitions, Dividers, etc.

After cleaning, wall surfaces shall be uniform in appearance and free of grime, gum, marks, streaks, dirt and dust. These shall have been removed without obvious discoloration to the wall finish. In restrooms, all signs of water stains, film or smudges shall be removed from all surfaces using a cleaner disinfectant deodorizer to insure sanitary conditions.

## Wood

Wood surfaces shall be free of dirt, dust streaks, spots and film.

## Fixtures and Bright Metal Surfaces

Fixtures shall be clean and bright, free of streaks, and dried. There shall be no obvious dust, gum, trash, dirt, stains or encrustation. Drinking fountains shall be disinfected and kept free of debris, and nozzles free from encrustation. Metal surfaces shall have a polished lustrous appearance. There shall be no polish residue on walls of floors around fixtures.

## Servicing and Policing

Throughout the day the entire facility shall be maintained free of discarded materials, gum and trash and present and overall appearance of cleanliness. US Metro shall keep the restrooms supplied at a rate that will ensure continual availability of all items until the next scheduled service.

### Dispensers

All supply dispensers shall be stocked and maintained to meet the needs of client. All dispensers and vanity shelves shall be clean and dry.

### Glass, Mirrors, Windows and Ledges

All glass, mirrors, windows and ledges shall be clean and free of dust, smudges, soil substances or spots. Window blinds, tapes, cords and valances shall be free of dust. If any water has been spilled on the floors during cleaning, the water shall be cleaned up.

### Exhibits (including, but not limited to, pictures, boat, television sets, monitors)

All shall be clean and free of dust, smudges, soil substances or spots.

### Elevators

All tracks and treads shall be free of dust, dirt and any other foreign matter. All bright metal surfaces shall be polished to a uniform appearance.

### Trash Removal

All interior and exterior trash containers shall be emptied into designated dumpsters in such a way to prevent littering adjacent areas. Trash containers shall be returned to their initial location. Boxes, cans, and papers placed near trash receptacles and marked "TRASH" shall be removed. Empty boxes shall be broken down before disposing in trash dumpsters. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers shall be left clean, free of foreign substances and odors; and a clean, new trashcan liner shall be placed in the container. Except for office areas, all trash containers shall be double-lined.

### Exterior Areas (sidewalk, patio)

Police, sweep and wash exterior areas as necessary to maintain a clean litter-free and liquid-free environment. There shall be no discarded materials present. Sidewalks and patio shall be clean and free of debris and soda stains.

### Light Fixture Covers

The light fixture covers shall be washed and free of cobwebs, insects, dirt, dust, and foreign objects.

### Entrance Mats

After vacuuming carpet-type entrance mats, the mats shall be free of soil and grit the carpet pile restored to resilience. After cleaning rubber or polyester-type entrance mats, the mats shall be free of soil and grit. May sweep, vacuum or hose down outside rubber- or polyester-type entrance mats to remove soil.

### Gum

Gum shall be removed immediately upon detection from any and all areas and surfaces, leaving no gum mark or residue. All gum removal shall be performed in a manner that will prevent harm to any surface by scratching or staining.

### Machine Scrub

After machine scrubbing, the floor surface shall have a uniform appearance and shall be free of streaks, detergent residue, grease, oils, hydraulic fluids, tar balls, gum, dirt and standing water. Hard-to-reach areas shall be scrubbed with hand brush to achieve a uniform appearance. After machine scrubbing, shall remove all splash marks or mop streaks on furniture, walls and baseboards.

### Strip and Seal Floors

After the stripping and sealing has been completed, the floor and coving surfaces shall be free of bubbles and uniform in appearance, and all adjacent wall surfaces and fixture items shall be free of stripping and sealing solutions.

### Sweeping

After sweeping, all floor surfaces, including corners and abutments, shall be free of litter, dust and foreign debris. Chairs, trash receptacles and easily moved items shall be tilted or moved to sweep underneath. The moved items shall be replaced in their original locations.

### Graffiti Removal

Graffiti shall be removed immediately upon detection from any and all areas and surfaces. All graffiti removal shall be performed in a manner that will prevent harm to any surface by scratching or staining.

# NETWORK MANAGEMENT

**CUSTOMER SERVICE** : For your convenience, we established a separate private phone number direct to our customer service department. If you need to know any information, need to schedule special service, or have any problems, we encourage use this toll free number.

213-386-2003
e-mail : Jeongd@sbcglobal.net

**WORK UNATTENDED** : Any work left undone shall respond within 30 minutes to clean up after the notification of failure to perform.

**EMERGENCIES** : After business hour and on weekends a professional answering service will answer your calls and contact the right personnel. This number is always staffed. In the event of an emergency at your location (Floods, Fires, Property Damage, etc.) requiring clean up or other tasks, GBM has the personnel available 24 hours a day, seven days a week, at your direction for a specified rates.

*WE ARE COMMITTED TO PROVIDING YOU WITH A HELPFUL AND GOOD CUSTOMER SERVICE DEPARTMENT.*

# COMMUNICATIONS

One of the common and frequent complaints in our industry is lack of communication. GBM has studied this issue and developed several Methods of communication.

1. Update personnel list monthly and provide phone list for key personnel and office contacts.
2. Our operation department personnel and supervisors are bilingual for your convenience.
3. We maintain a log book at your designated area, in which be initialed and the book will be checked everyday for any special instruction or requests.
4. In order to find out how service is being performed, our customer service representative will make monthly visit to your location.
5. Customer service phone line is open 24 hours 7 days.
6. Personnel carry pagers and are equipped with cellular phones.
7. Monthly written Quality Control Reports and physical inspection are maintain your account.

Please exam enclosed sample of our company's *Resolution Procedure, Daily Service Log Book, Quality Control Report, Follow-up Procedure as well as Supervisor's Report.* **

# CUSTODIAL SERVICE DAILY LOG

| DATE | REQUEST TO CLEANING CREW | INITIAL |
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| **DATE** | **REQUEST TO THE MANAGEMENT** | **INITIAL** |
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TO : PROPERTY MANAGER

# MAINTENANCE DEFICIENCY REPORT

REPORT DATE : _____ BY : _____

| BLDG. / LOCATION | NATURE OF PROBLEM | |
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Items listed above are what we noticed during our daily routine service, please contact us if you have any questions or in need of more information.

# EMERGENCY SERVICE

In the event an emergency at your location should occur ( Flood, Fire, Property Damage, etc. ) requiring clean-up or other tasks, GBM has personnel available 24-Hours a day, 7 days a week, at your direction, for a specified rate per man-hour. After Business hour and on weekends, you can call and contact right personnel at following numbers.

| | Telephone Number | |
|---|---|---|
| 24 hours Switch Board | **213-386-2003** | Response with in 10 Minutes |
| Client Services | **213-820-9082** | Response with in 10 Minutes |
| Contract Manager | **213-820-9083** | Response with in 10 Minutes |

## RESPONSE TIME

Response time for work requirements is dependent upon work priority and shall be in accordance with following standards.

## URGENT WORK

Normal Business Hours : GBM available personnel to take action at the urgent, emergency work site with in One ( 1 ) Hour following notification by Clients.
After Business Hours : With in Two ( 2 ) hour.

### EMERGENCY WORK

| TYPE Of EMERGENCY | REPONSE TIME | AVAILABLE EQUIPMENT | AVAILABLE CREW SIZE |
|---|---|---|---|
| **FOOD, WATER DAMAGE** | 1 Hour | Truck mount extractor<br>Carpet Extractor<br>Wet Vacuum<br>Air Blower, Pile Lifter | 10 |
| **FIRE, PROPERTY DAMAGE** | 1 Hour | Water Damage Equipment<br>& all other required equipment | 10 |
| **EVENT CLEAN UP** | 2 Hours | Back pack type hose vacuum.<br>Floor sweeper<br>Floor scrubber / Burnisher<br>Tilt Truck, Parking lot blower<br>& all other required equipment | 25 |

### RATE FOR EMERGENCY / ADDITIONAL SERVICES

| TYPE OF SERVICE | SERVICE RATE BY REGION | | | |
|---|---|---|---|---|
| | Western | Mid Western | Eastern | South Eastern |
| Water Damage | $ 60.00 / HR | $ 50.00 / HR | $ 60.00 / HR | $ 50.00 / HR |
| Fire, Property Damage | $ 60.00 / HR | $ 50.00 / HR | $ 60.00 / HR | $ 50.00 / HR |
| Event clean up- Labor | $ 12.50 / HR | $ 11.75 / HR | $ 14.20 / HR | $ 11.75 / HR |
| Window Wash- 15' Above | $ 20.00 / HR | $ 18.00 / HR | $ 25.00 / HR | $ 18.00 / HR |
| Floor Care | $ 25.00 / HR | $ 23.00 / HR | $ 28.00 / HR | $ 23.00 / HR |
| Additional Labor-Custodial | $ 15.50 / HR | $ 14.20 / HR | $ 16.50 / HR | $ 14.20 / HR |

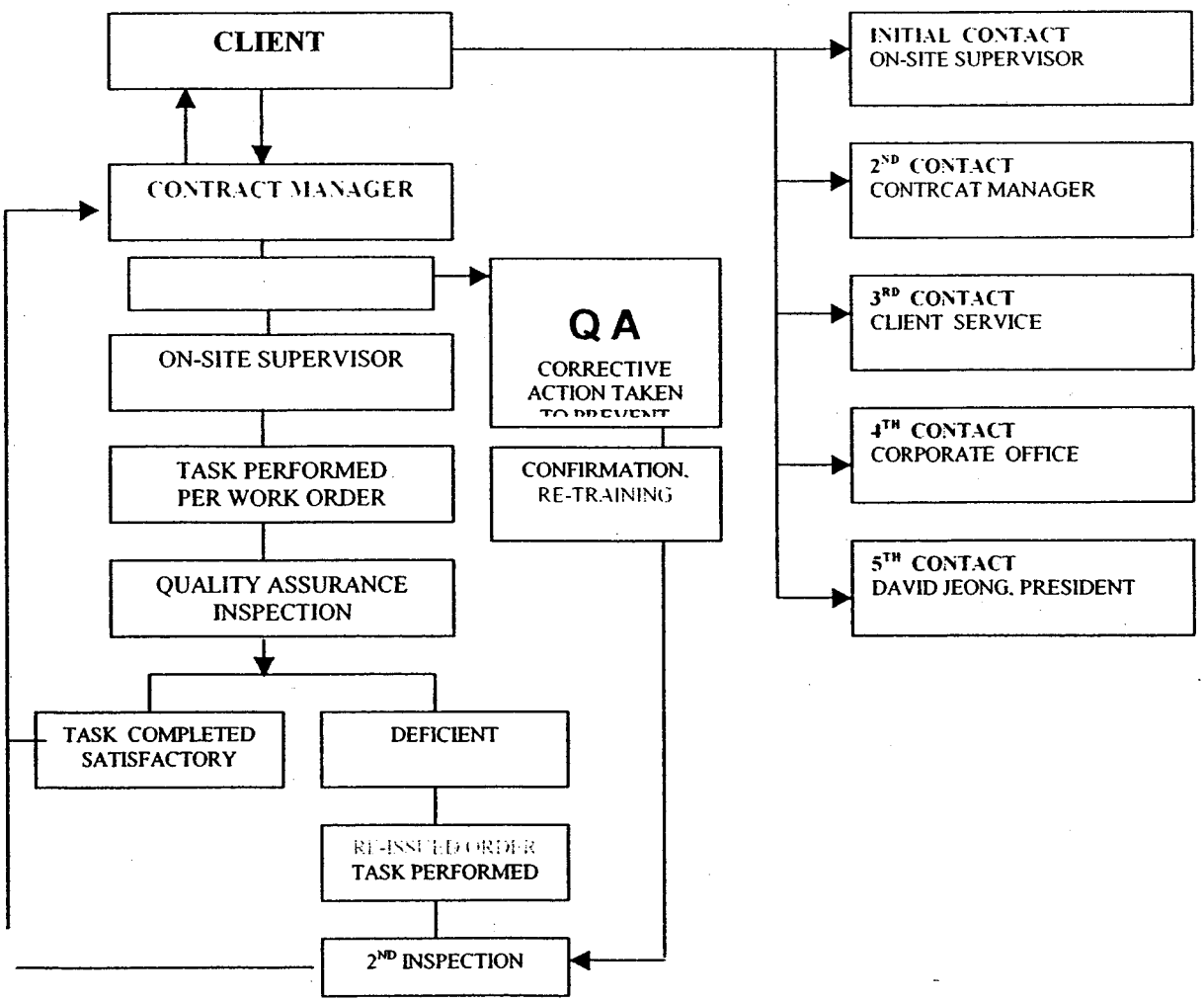
* Service rates are included cleaning supplies and equipment .

# RESOLUTION PROCEDURE

1. In the event of an emergency or should any problems arise, Facility Management can contact The appropriate chain of command contact list.
2. Janitorial service request/or complaint issues:
   1) The Facility Management will contact the Contract Manager.
   2) The Contract Manager will issue a work order to the on-site supervisor.
   3) The task id performed per work order.
   4) The Quality Control Manager will conduct an inspection on the task performed.
   5) The Quality Manager will determine if the task performed was completed satisfactory/ or unacceptable.
   6) The Quality Control Manager will inform the Contract Manager of the completion of the task.
   7) The Contract Manager will follow-up with the Facility Management to assure service requests / or deficiencies were corrected and Quality Assurance in being performed.

## CORRECTIVE ACTION PROCESURE

3. In the result of an unacceptable inspection by the Quality Control Manager.
   1) The Contract Manager will re-issue the work order to the on-site Supervisor.
   2) The Quality Control Manager will conduct a 2nd inspection.
   3) The Quality Control Manager will implement disciplinary action to prevent any further issues.
   4) The Contract Manager will confirm disciplinary action was taken.
   5) Janitorial crew's are re-trained on the unacceptable performance.
   6) The Quality Control Manager will inform the Contract Manager of the completion of the task.
   7) The Contract Manager will follow-up with Facility Management to assure service requests / or deficiencies were corrected and Quality Assurance is being performed.



# QUALITY CONTROL PROGRAM

GBM will establish a complete Quality Control program to assure the specified requirements of the contract provided. The program shall include, but not be limited to the following :

1. An inspection system concerning all the services stated in the cleaning requirements.

   Check list used in inspecting contract performances during regularly scheduled or unscheduled inspections.

2. The check list shall include every area of the operation serviced by US Metro as well as every task required to be performed.

3. The system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

## PROPER FLOOR CARE

Regardless of the floor type or types of flooring you have in your building, if they are to have a pleasing appearance and provide the years of service you have the right to expect, there are several important factors that simply cannot be overlooked.

* Neglect can make maintenance and replacement very expensive.
* Wrong methods of maintenance can ruin floors within a month or few months.

With this in mind, GBM developed a special floor care program that will deliver a brilliant level of shine on a consistent basis as well as carpet cleaning system. Our experienced floor crew is equipped with both the products and service you'll need to make your floor appearance more effective, productive and cost effective.

# QUALITY CONTROL, INSPECTION PROCEDURE

**SUPERVISOR**
GBM will provide thoroughly trained On-Site Working Supervisor. Supervisor will be physically located during normal work shift, Monday through Friday so that such is readily available to deal with the day-to-day operation of the contract. Supervisor shall be knowledgeable in all aspects of the contract service operation and will monitor each individual custodian's performance.

**WEEKLY, MONTHLY INSPECTIONS**
Supervisor will walk through each restroom with check list and will conduct the weekly inspection and fill out the form at the end of the week ( Friday ). Also Supervisor will conduct weekly joint inspection tour with facility Manager. Quality Control Manager and Supervisor will walk through each restroom with check list and will conduct Monthly inspection and fill out the form at the end of the month ( Last Friday of the Month ).

**UNSCHEDULED INSPECTION**
Quality Control Manager will conduct unscheduled inspection during normal working hour at least twice a month and make a report to the Contract Manager. The purpose of unscheduled inspections are to make sure all the tasks and services are being performed to acceptable condition and to identify deficiencies in the quality of service performed before the level of service becomes unacceptable.

*Where a deficiency has been observed, Quality Control will notify the Contract Manager for resolution.*

**FOLLOW-UP INSPECTIONS**
Quality Control Manager will conduct Follow-up inspections of all work found to be deficient on the Monthly initial inspection. Quality Control will notify to the Contract Manager on any item found to be defective on this second inspection. Deficiencies found on this second inspection will be corrected immediately.

**WORK SUMMARY REPORT**
A Monthly Summary report will be turned in to the Property Manager on the first work day of the month indicating all completed or in-progress work and any corrective action taken.

# QUALITY CONTROL INSPECTION (SAMPLE)

FLOOR : _____ AREA : _____

INSPECTOR : _____ DATE : _____ TIME : _____

| CATEGORY | QUALITY LEVEL | | | RATING | REMARK |
|---|---|---|---|---|---|
| | Excellent | Good | Poor | | |
| **OFFICE & WORK AREA** | | | | | |
| High Dusting | 5 | 4 | 3 | | |
| Floors ( Carpets ) | 6 | 5 | 4 | | |
| Furniture | 5 | 4 | 3 | | |
| Light Fixtures | 4 | 3 | 2 | | |
| Partition Glass | 5 | 4 | 3 | | |
| Air Vents | 5 | 4 | 3 | | |
| Walls | 5 | 4 | 3 | | |
| Wastebaskets | 5 | 4 | 3 | | |
| CATEGORY TOTAL | | | | | |
| **LOBBIES & CORRIDORS** | | | | | |
| Doors & Glass | 2 | 1 | 0 | | |
| Drinking Fountains | 2 | 1 | 0 | | |
| Entrance | 2 | 1 | 0 | | |
| Furniture | 2 | 1 | 0 | | |
| Floors ( Carpets ) | 3 | 2 | 1 | | |
| Lights Fixtures | 2 | 2 | 0 | | |
| Urns & Receptacles | 3 | 2 | 1 | | |
| Air Vents | 2 | 1 | 0 | | |
| Walls | 2 | 1 | 0 | | |
| CATEGORY TOTAL | | | | | |
| **RESTROOMS** | | | | | |
| Dispensers & Containers | 3 | 2 | 1 | | |
| Fixtures | 3 | 2 | 1 | | |
| Floors | 3 | 2 | 1 | | |
| Lights Fixtures | 2 | 2 | 0 | | |
| Mirrors | 3 | 2 | 1 | | |
| Air Vents | 3 | 2 | 1 | | |
| Walls & Partitions | 3 | 2 | 1 | | |
| CATEGORY TOTAL | | | | | |
| **OUTSIDE** | | | | | |
| Entrance | 2 | 1 | 0 | | |
| Doors | 3 | 2 | 1 | | |
| Lunch Area | 3 | 2 | 1 | | |
| Mats | 2 | 1 | 0 | | |
| CATEGORY TOTAL | | | | | |
| **LUNCH ROOMS** | | | | | |
| Appliances | 2 | 1 | 0 | | |
| Tables & Chairs | 2 | 1 | 0 | | |
| Floors | 3 | 2 | 1 | | |
| Air Vents | 1 | 1 | 0 | | |
| Walls & Doors | 2 | 1 | 0 | | |
| CATEGORY TOTAL | | | | | |

**TOTAL SCORES ---- ALL CATEGORIES** _____

# ROUTINE SERVICE DAILY CHECKLIST ( SAMPLE )

Routine Cleaning duties are listed to assure consistency and completion of all tasks, everyday. Please see your supervisor if you have any questions.

**BUILDING :** _____ **LEVEL :** _____

| AREA / ITEM | WORK DESCRIPTION | DONE | AREA / ITEM | WORK DESCRIPTION | DONE |
|---|---|---|---|---|---|
| **OUTSIDE** | | | **BREAK AREA** | | |
| Entry way | Sweep, Trash | | Table | Clean, Polish | |
| Doors | Frame, Glass | | Chair | Clean, Position | |
| Trash | Debris, Cigarettes urns | | Sink | Clean, Polish | |
| | | | Counters | Clean, Polish | |
| | | | Appliances | Inside, Outside | |
| **LOBBY** | | | **CORRIDORS** | | |
| Ledges | Corners, Baseboards | | Ledges | Corners, Baseboards | |
| Windows | Spot, Frame, Window Sills | | Stairways | Steps, Landing, Hand Rails | |
| Walls | Spot, High Dusting | | Elevators | Wall, Track, Floos | |
| Doors | Frame, Window, Handle | | Walls | Spot, High Dusting | |
| Fixtures | Light, Brass, Directory | | Floors | Vacuum, Mop, Spot | |
| Floors | Vacuum, Mop, Spot | | | | |
| **LOCKER ROOM / SHOWER** | | | **RESTROOMS** | | |
| Shower | Floor, Wall, Drain, Stall | | Toilets | Clean, Sanitize | |
| Toilets | Clean, Sanitize | | All Paper | Fill up to full | |
| All Paper | Fill up to full | | Soap | Fill up to full | |
| Sinks | Clean, Polish | | Sinks | Clean, Polish | |
| Stalls | Clean, Remove Graffiti | | Stalls | Clean, Remove Graffiti | |
| Mirrors | Clean, Frame, Spot | | Mirrors | Clean, Frame, Spot | |
| Trashcan | Empty, Sanitize | | Trashcans | Empty, Sanitize | |
| Walls | Clean, Dust, Spot | | Walls | Clean, Dust, Spot | |

| WEEKLY CLEANING DUTIES | | | DAILY CLEANING DUTIES | | |
|---|---|---|---|---|---|
| High Dusting | Vents, Corners, Lights | | Trash | Empty all Waste Baskets | |
| Baseboards | Wipe down | | Walls | Spot Clean | |
| Detail Clean | Restroom Stalls | | Carpets | Vacuum, Remove Spots | |
| Fixtures | Clean, Polish | | Floors | Sweep, Damp Mop | |

DATE : _____

CLEANED BY : _____

NOTES

# CUSTODIAL SERVICE DAILY CHECK SHEET

LOCATION : DATE :

| BASIC CLEANING TASK | AREA, ROOM # | FREQUENCY | CREW INITIAL | SUPERVISOR |
|---|---|---|---|---|
| SWEEP FLOORS | | DAILY | | |
| WATER MOP | | DAILY | | |
| VACUUM /SPOT CLEAN CARPET | | DAILY | | |
| BUFF FLOOR – ROOM | | MONTHLY | | |
| BUFF HALLWAY FLOOR | | WEEKLY | | |
| SPOT CLEAN CARPET | | DAILY | | |
| SPOT CLEAN WALLS | | DAILY | | |
| SHAMPOO CARPET | | AS NEEDED | | |
| SCRUB / WAX FLOOR | | AS NEEDED | | |
| REMOVE BUILD UPS: CORNER ( ) BASEBOARD( ) | | | | |
| CLEAN GLASS DOORS | | DAILY | | |
| PARTITION GLASS | | DAILY | | |
| CLEAN DOORS | | WEEKLY | | |
| CLEAN OFFICE DESK TOPS | | AS REQUIRED | | |
| CONFERENCE TABLE TOPS | | DAILY | | |
| DUST FURNITURE | | WEEKLY | | |
| LOCKING DOORS | | DAILY | | |
| HIGH DUSTING : COB WEB. ( ) SHELVES ( ) | | WEEKLY | | |
| STAIRWAY STEPS ( ) LANDING ( ) | | DAILY | | |
| DRINKING FOUNTAIN | | DAILY | | |
| CLEAN APPLIANCE | | WEEKLY | | |
| ELEVATOR : FLOOR ( ) WALLS ( ) TRACK ( ) | | DAILY | | |
| REMOVE OUTSIDE TRASH | | DAILY | | |
| CLEAN ENTRY WAY | | DAILY | | |
| CLEAN FLOOR MAT | | DAILY | | |
| SWEEP OUTSIDE WALKWAY | | DAILY | | |
| **LUNCH / BREAK AREAS** | | | | |
| SWEEP | | DAILY | | |
| WATER MOP | | DAILY | | |
| CLEAN FLOOR MAT | | DAILY | | |
| BUFFING FLOORS | | AS NEEDED | | |
| SCRUB / WAX FLOOR | | AS NEEDED | | |
| CLEAN SINKS. DISPENSER | | DAILY | | |
| CLEAN TABLES . CHAIRS | | DAILY | | |
| CLEAN REFREIGERATOR | | WEEKLY | | |
| CLEAN MICRO OVEN | | DAILY | | |
| REMOVE & DISINFECT TRASH CANS | | DAILY | | |
| SPOT CLEAN WALLS | | DAILY | | |
| REFILL SOAP. TOWEL | | DAILY | | |
| HIGH DUSTING ( ) COBWEB ( ) SHELVES | | WEEKLY | | |
| CLEAN DOORS | | WEEKLY | | |
| **RESTROOM CLEANING** | | | | |
| FLOORS | | DAILY | | |
| SINKS | | DAILY | | |
| MIRRORS | | DAILY | | |
| INSIDE TOILET | | DAILY | | |
| OUTSIDE TOILET | | DAILY | | |
| INSIDE URINAL | | DAILY | | |
| OUTSIDE URINAL | | DAILY | | |
| CORNERS / LEDGES | | DAILY | | |
| CLEAN WALLS. PARTITIONS | | DAILY | | |
| REFILL PAPER GOODS | | DAILY | | |
| REFILL HAND SOAP | | DAILY | | |
| DEODERIZE ROOM | | DAILY | | |
| WILLDOW SILLS | | WEEKLY | | |
| HIGH DUST – VENTS. COBWEB | | WEEKLY | | |
| MACHINE SCRUB FLOORS | | MONTHLY | | |
| | | | | |
| | | | | |

# RESTROOM INSPECTION FORM

LOCATION :_____ MEN'S ( ) WOMEN'S ( )
INSPECTOR : _____ DATE :_____ TIME :

| CATEGORY | QUALITY LEVEL | | | RATING | REMARK |
|---|---|---|---|---|---|
| | Excellent | Good | Poor | | |
| RESTROOM | | | | | |
| 1. Dispensers & Containers | | | | | |
| 2. Toilet Seats & behind | | | | | |
| 3. Urinals/ Inside & Out | | | | | |
| 4. Floors, Corners | | | | | |
| 5. Walls | | | | | |
| 6. Wash Basins | | | | | |
| 7. Partitions | | | | | |
| 8. Plumbing fixtures | | | | | |
| 9. Disinfectant | | | | | |
| 10. Doors / Push, Kick Plates | | | | | |
| 11. Baseboards | | | | | |
| **12. Floor Drains** | | | | | |
| **13. Air Vents** | | | | | |
| 14. Hand Dryer | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# PERIODIC SERVICE CHECK LIST ( SAMPLE )

LOCATION : _____
MONTH OF: _____ , 2002

## WEEKLY TASK

**ALL OFFICE/ COMMON AREA**

| JOB DESCRIPTIONS | WEEKS OF 1ST | 2ND | 3RD | 4TH | 5TH |
|---|---|---|---|---|---|
| LOW DUST TABLE LEGS, CHAIR RUNGS | | | | | |
| WASH ALL DOOR, PARTITION GLASSES | | | | | |
| DUST AIR VENTS, PARTITION TOPS, ECT. | | | | | |
| CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT | | | | | |
| DUST & CLEAN ALL BASE BOARDS | | | | | |
| CLEAN ALL APPLIANCE INSIDE &OUTSIDE | | | | | |
| HOSE VACUUM CORNERS & SPOT CLEAN ( DRY SHAMPOO ) | | | | | |
| BURNISH ALL TILE FLOORS | | | | | |

**REST ROOMS**

| JOB DESCRIPTIONS | 1ST | 2ND | 3RD | 4TH | 5TH |
|---|---|---|---|---|---|
| DUST AIR VENTS, TOP OF STALLS | | | | | |
| DISINFECT FIXTURE, WALLS, PARTITIONS, DOORS, ETC. | | | | | |
| CLEAN & SANITIZE ALL TRASH CANS INSIDE /OUT | | | | | |
| CLEAN & REFILL FLOOR DRAINS | | | | | |
| MACHINE SCRUB FLOORS | | | | | |

## MONTHLY TASK

| JOB DESCRIPTIONS | COMPLETED DATE | INITIALS |
|---|---|---|
| DUST CEILING & WALL VENTS | | |
| WASH ALL GLASSES – DOOR, PARTITION, EXTERIOR WINDOW | | |
| DETAIL CARPET EDGES UNDER & AROUND FURNITURE | | |
| MACHINE SCRUB , WAX & BUFF TILE FLOORS | | |
| BONNET ( DRY SHAMPOO ) CLEAN ALL CARPETED FLOOR | | |
| MACHINE SCRUB & DISINFECT ALL RESTROOMS. | | |
| SCRUB, WAX ALL TILE FLOORS | | |

## QUARTERLY TASK

| JOB DESCRIPTIONS | DATE | INITIALS |
|---|---|---|
| STRIP, RE-WAX AND BUFF ALL TILE FLOORS | | |
| SHAMPOO ALL COMMON AREA CARPETS – EXTRATION | | |
| COMPLETE WASH & CLEAN RESTROOM WALLS & PARTITION | | |

# PERIODIC SERVICE QUALITY CONTROL

BLDG : _____ FLOOR : _____ AREA : _____.
INSPECTOR : _____ DATE : _____ TIME : _____.

| JOB DESCRIPTION | COMP. DATE | INSPECT DATE | QUALITY Acceptable | LEVEL Unacceptable | Rescheduled Date | Inspection Date | QUALITY Acceptable | LEVEL Unacceptable |
|---|---|---|---|---|---|---|---|---|
| Machine scrub & wax floors | Jan 30 | Jan 31 | x | | | | | |
| Shampoo all carpeted areas | Jan 30 | Jan 31 | | X | Feb. 4 | Feb. 6 | x | |
| Wash window blinds | Jan 30 | Jan 31 | x | | | | | |
| Wash windows inside & out | Jan 30 | Jan 31 | x | | | | | |
| Steam clean Public R/R | Jan 30 | Jan 31 | x | | | | | |
| Detail clean all restrooms | Jan 30 | Jan 31 | x | | | | | |
| Clean trash receptacles | Jan 30 | Jan 31 | x | | | | | |
| Clean all corners & ledges | Jan 30 | Jan 31 | x | | | | | |
| Perform high dustings | Jan 30 | Jan 31 | | X | Feb. 4 | Feb. 6 | x | |

**Comment :** _____

# DEFICIENCY FOLLOW - UP PROCEDURE

1. The Operation Manager will refer to previous inspections and requirements in order to make out a work instruction ( Daily Memo ).

2. Supervisor will then proceed to make all necessary performances. After completion of the work, Supervisor will report back to the Operation Manager.

3. The Quality Control manager will reconfirm the accomplishments of the work and determine whether or not further action is necessary.

## PERIODIC WORK

Periodic work is written into a schedule, and copies of the schedules are retained by the Supervisors. Each item on schedule is written as a work order and assigned to appropriate personnel. When the work item has been completed, a Follow Up Inspection is made by the Quality Control. If the result is satisfactory, the item is checked off of the schedule and work order is filed.

## PROJECT (CONTRACT) MANAGER

The Operation Manager will provide access to and interaction with the clients at all time. He shall provide overall management and coordination of all aspects of contract requirements. He will also consort with the clients for a monthly work performance evaluation report and submit to the General Manager.

## QUALITY CONTROL

The Quality Control Manager will randomly inspect the premises weekly or monthly. In addition, monthly work performance evaluation report will be submitted to the Operation Manager and General Manager.

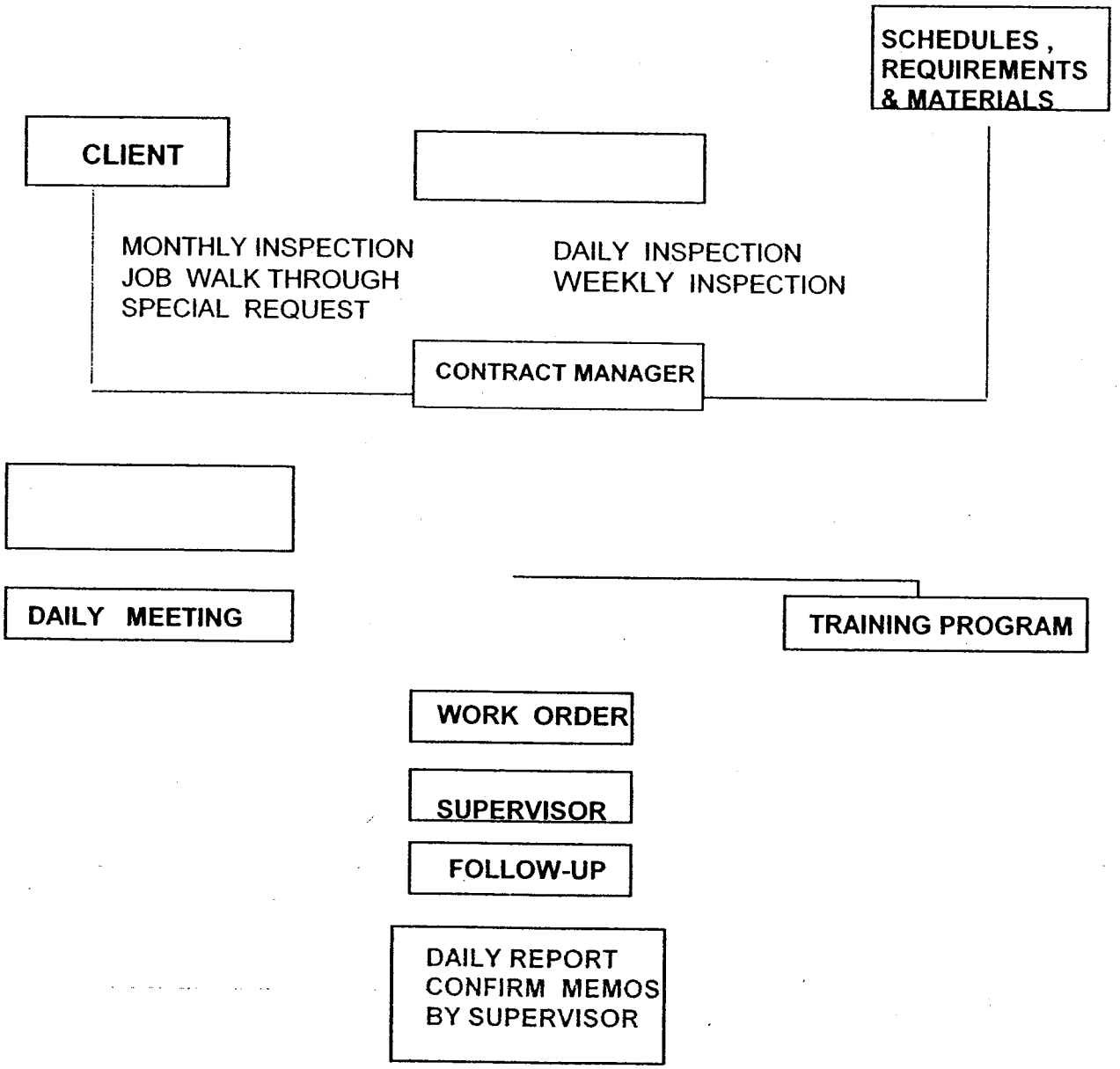
## SUPERVISOR

The supervisor will check the working conditions and follow-up items and confirm daily memos
and submit to the Operation Manager.

## DAILY MEETING

At 4:00 PM daily, Contract Manager will conduct a 30 minute meeting with Operation Managers, Q. C. Manager and Supervisors for the purpose of discussing and confirming client's requirements, daily memos, inspection reports, follow-up items, and etc...

# FOLLOW - UP PROCEDURE



# EMPLOYEE TRAINING PROGRAM

Prior to job start, GBM management will conduct the training of any new personnel at a designated job site. And will retrain all existing employees on a continual basis. Our training program consists of numerous sessions from the time of employment. The following is an outline of our program:

**FIRST SESSION:**

1. Welcome new employees to GBM, including a discussion of :
   A. Basic company policies, incentives, and benefits.
   B. Importance of Quality Levels, Punctuality, Attendance and Security requirements.
   C. Advancement and growth potential.
2. General discussion of six basic steps in cleaning:
   A. Care, use, maintenance of equipment/chemicals.
   B. Ashtray and waste basket emptying.
   C. Furniture and equipment dusting.
   D. Dust mopping and vacuuming.
   E. Spot cleaning.
   F. Spot mopping or damp mopping.

**SECOND SESSION:**

1. Tools and standard cleaning methods:
   A. Ashtray and waste basket emptying and damp wiping.
   B. Furniture and equipment dusting and polishing.
2. Practical application:
   A. Company facility
   B. Field ( Hands on ) facility

**THIRD SESSION:**

1. Tools and standard cleaning methods:
   A. Dust mopping, damp mopping and vacuuming
   B. Spot cleaning walls, doors, glass, bright work

**FOURTH SESSION:**

1. Tools and standard methods of restroom cleaning:
2. Practical ( On-site work )

**FIFTH SESSION:**

1. Standard cleaning methods and tools for:
   A. Wet mopping
   B. Floor care maintenance
2. Machine buffing
3. Reconditioning / maintaining
4. Stripping and refinishing
5. Practical work ( On-site )

# ON GOING TRAINING

In addition to the training sessions there are periodic instruction meeting and memos to cover such items as security measures, safety measures and " Pep Talks" regarding absenteeism, tardiness and other instructions regarding policies and procedures for all cleaning personnel.

On the job training will be augmented with classroom training whenever feasible using audiovisual aids consisting of video presentations in the following areas:

1. Motivation of Janitorial Personnel
2. Basic Office Cleaning
3. Basic restroom Cleaning
4. Stripping and Refinishing Hard Floors.
5. Safety Programs

Video covering respective subject matter are an estimated ten to thirty minutes in duration and can be scheduled during lunch breaks or before or after work.

GBM support a very aggressive safety training program. This program is important to all of our customers since it is keeping highly skilled personnel on the job at maximum efficiency and keep our insurance rates to a minimum. We abide by all **CAL-OSHA** requirements and keep a copy of all **MSDS** sheets in our main office and at each job site.

# JOB TRAINING RECORD

TRAINEE : _____ TRAINING PERIOD : _____

| JOB DESCRIPTION | ATTENDANCE RECORD | | | |
|---|---|---|---|---|
| | 1ST | 2ND | 3RD | 4TH |
| **BASIC JANITORIAL SKILLS** | | | | |
| 1. EMPTY WASTE BASKET – REPLACE LINER | | | | |
| 2. DUST FURNITURE AND EQUIPMENT | | | | |
| 3. CLEAN AND POLISH DESK TOPS | | | | |
| 4. DUST BASEBOARD, WINDOW SILL, LEDGE, ETC. | | | | |
| 5. SPOT CLEAN WOODWORK AND PAINTED SURFACE | | | | |
| 6. VACUUM AND SPOT CLEAN CARPET | | | | |
| 7. WASH DOOR GLASS AND PARTITION GLASS | | | | |
| 8. SWEEP AND DUST MOP HARD SURFACE FLOOR | | | | |
| 9. CLEAN AND POLISH METAL AND STAINLESS STEEL | | | | |
| 10. SWEEP FLOOR WITH SWEEPING COMPOUND | | | | |
| 11. HIGH DUSTING – CEILING VENTS, PICTURE FRAME | | | | |
| | | | | |
| **RESTROOM CLEANING** | | | | |
| 1. WET-MOP FLOOR WITH GERMICIDAL CLEANER | | | | |
| 2. CLEANING COMMODE'S AND TOILET SEAT | | | | |
| 3. CLEAN AND POLISH FIXTURES, SINKS, MIRROR | | | | |
| 4. REPLACE SOAP, TISSUE, TOWEL AND SEAT COVER | | | | |
| 5. DISINFECT AND DEODORIZE | | | | |
| | | | | |
| **MEDICAL, HEALTH CARE CLEANING** | | | | |
| 1. REMOVE/DISPOSE INFECTIOUS WASTE | | | | |
| 2. SANITIZE SINK, BASIN, WATER FAUCET, ETC. | | | | |
| | | | | |
| **HARD FLOOR CARE** | | | | |
| 1. MACHINE SCRUB AND APPLY FLOOR FINISH | | | | |
| 2. BUFFING – MAINTAIN FLOOR IN AN ATTRACTIVE | | | | |
| 3. REMOVING UNPLEASANT SUBSTANCES | | | | |
| 4. REMOVE CARPET SPOTS, SHAMPOO CARPET | | | | |
| 5. CLEAN CERAMIC FLOOR, TILE GROUT | | | | |
| 6. DEGREASING FLOOR | | | | |
| | | | | |
| **EQUIPMENT OPERATION** | | | | |
| 1. FLOOR MACHINE, BUFFING MACHINE | | | | |
| 2. CARPET EXTRACTOR, WATER PRESSURE MACHINE | | | | |
| 3. BASIC REPAIRE SKILL | | | | |
| | | | | |
| **MISCELLANEOUS** | | | | |
| 1. SAFETY RULES, COMPANY RULES | | | | |
| 2. KNOWLEDGE OF CLEANING MATERIALS | | | | |
| 3. HOW TO READ MSDS SHEETS | | | | |
| 4. HOW TO HANDLE EMERGENCY SITUATION | | | | |
| 5. WINDOW WASHING SKILLS | | | | |
| | | | | |

INSTRUCTOR'S SIGNATURE : _____ DATE : _____

# TRAINING CERTIFICATION/JANITORIAL PERSONNEL

## GRACE BUILDING MAINTENANCE CO., INC.

I certify that the employees named below have received the following training and have been provided the necessary safety equipment.

| | YES | NO |
|---|---|---|
| Material Safety Data Sheet ( MSDS ) Training | _____ | _____ |
| Blood Borne Pathogen Training | _____ | _____ |
| Personal Protective Equipment Training | _____ | _____ |
| Injury / Illness Program Training | _____ | _____ |
| Employee(s) has been trained in safety and emergency procedures. | _____ | _____ |
| Employee(s) has been furnished with appropriate uniform. | _____ | _____ |

---

_____ _____
Employee Name Facility Assigned

_____ _____
Employee Name Facility Assigned

_____ _____
Employee Name Facility Assigned

---

Signature _____ Date _____
(Authorized Company Representative)

Name _____ Title _____

# SECURITY AND WORKING RULES

1. Employees must work the full specified shift on their jobs. Unless permission is granted, work must be done on the day and between the hours designated.
2. If any employee is unable to report for work, the Supervisor must be notified as soon as possible. Failure to report an absence is grounds for dismissal.
3. No one will be permitted to assist with work that is not employed by GBM. This means that employees are not allowed to take anyone onto the job site at any time unless they are authorized by GBM and on the payroll. Due to security reasons, violation of this rule will result in immediate dismissal.
4. The use of Alcoholic beverages or being under influence of alcohol or narcotics when reporting for work is strictly prohibited.
5. No customer equipment is to be used. This includes telephone, radio, office equipment, etc.
6. If you find any unusual circumstance during your assignment such as unlocked doors, safe doors open, money left out, or indication that unauthorized persons have been on the premise, notify to the Supervisor immediately.
7. Upon completion of each area, recheck to see that everything is in place and only the proper lights are left on. Lock all doors except those specified to remain open. After locking each door, make sure it is secure.

Pay particular attention to designated "No Smoking " signs.

Report any damage or breakage accidentally caused by employees immediately to the Supervisor. At no time, DO NOT take anything from place of work, even if it is believed it to be of no value and is to thrown out. Articles of value such as watches, money, etc., found on floor or other places should be given to the Supervisor where it was found.

Do not stand on or put any furniture such as waste baskets, chairs, etc., on glass, Finished wood, or glass desk tops. Be careful when vacuuming, sweeping or dust mopping so as not to mark desks, baseboards, wood paneling and do not allow broom or mop handles to bump walls or ceiling.

All electric plugs must be disconnected before maintaining and checking equipments. Do not at any time unplug Computer equipment or turn off electric clocks or refrigerators.

12. Must use good judgement when throwing away or removing articles of waste from the premise. Sometimes important records are put on or in baskets or placed on the floor. If there are any question in mind, find out first.
13. If required to sign in or out of a facility, each employee must sign for himself/herself <u>only</u>.
14. Proper appearance including but not limited to personal grooming and uniform is strictly enforced. If Dress Code is not to spec, employee will be sent home without pay and written up. (Please review the Dress Code).

# INJURY AND ILLNESS PREVENTION PROGRAM

## FOR CUSTODIAL SERVICE

## I. INTRODUCTION

Personnel safety and environmental protection are vital considerations to any viable business. There are humanitarian as well as economic advantages to fulfilling the legal obligations for achieving accident-free work imposed by the various janitorial service works. This program is intended as a guide to assist the janitorial and floor care service personnel in understanding GBM's commitment to safety and environmental protection.

## II. EMERGENCY INFORMATION

### Injury / First Aid

All injury must be reported to the Contract Manager. Should an employee be injured during normal working hours, First Aid treatment is available at Contract Manager's office or at the supply closet. Off-hours injuries may be treated at one of the designated medical facilities. The Supervisor must be notified as soon as possible.

### Chemical Spill or Release

In the event of a spill or release of hazardous materials, all employee must follow the procedures listed below:

1. Evacuate the spill area immediately.
2. Contact Supervisor or Facility Manager.
3. Ensure that no one reenters the spill area until the authorized representative arrives and allows reentry.

### Fire

The facility Emergency phone number must be called immediately or call local Fire Department in case of fire.

# III. GENERAL INFORMATION

## A. Vehicles on Facility Roads

All facility and parking regulations must be observed. Clear access must be maintained for emergency vehicles at all times. Check with your supervisor for appropriate parking places.

B. Conduct

Horse play, fighting, gambling, drinking alcoholic beverage, using unauthorized drugs, smoking at No-Smoking area, failure to follow Company Working Rules or any other misconduct at work place, will result in termination.

C. Power Equipment

1. Use equipment only for its intended purpose.
2. All tools and equipment brought onto the work site for use must be in good repair and workable condition.
3. All electrical equipment and tools must be grounded or double insulated.
4. The electric cord must be unplugged before adjusting tools.

D. Ladders

1. Ladders must be inspected by a qualified person and approved for use before being put into service.
2. Stepladders must be set level on all four feet, with spreaders locked in place. Painting ladders should not be used, Never stand on the top of a stepladder. Do not climb higher than the next to the last step.
3. If it is necessary to place a ladder in or over a doorway, the door must be barricaded and warning signs posted.

E. Signs.

Legible warning signs should be placed on wet floor work area, or other suitable stanchions before work starts, and removed promptly upon completion. Tape with pre-printed warning signs may be used.

F. Flammable Materials.

1. All flammable materials must be removed from the work area at the end of the day.
2. Flammable/Combustible materials must be kept away from steam lines, radiator and heaters.

# HAZARDOUS MATERIALS HANDLING & SAFETY PROGRAM

## HAZARDOUS MATERIALS

1. All containers of Hazardous material must have original manufacture's label.
2. Read Material Safety Data Sheet (M S D S) before and after using hazardous materials. - Use **How To Read M S D S** instructions.
3. Use non-combustible or flame resistant containers for Hazard or Flammable waste materials.
4. In case of a spill or release of hazardous chemicals, employee shall immediately notify your Supervisor or the Property Manager.

## HOUSEKEEPING / CLEANING

1. Maintain work areas free from tripping and slipping hazards at all times
2. The work area must be left free from accumulation of waste and rubbish at the end of each shift.
3. At the end of each task being performed, restore the work area to the same degree of neatness as when work commenced.

## ELECTRICAL SAFETY

1. Use properly grounded electrical tools, and equipment while in use.
2. Use proper size of extension electrical code.

## ACCIDENT / SPILLAGE REPORTING

1. Promptly report all accidents ( and near-misses incident which did not, but could have, resulted in serious personal injury ) immediately to your Supervisor.
2. In case of a spill or release of hazardous chemicals, notify your Supervisor immediately.

## SAFETY MEETING

Safety Meetings will be held on the 1st Monday of each month.

# REMOVE/DISPOSE INFECTIOUS & HAZARDOUS WASTE

Infectious waste is any waste material or article which harbors or may reasonably be considered to harbor viable etiologic agents, including laboratory wastes, pathologic and surgical specimens, blood elements, excreta and secretions, disposable fomites, and any other wastes defines as an infectious waste.

## 1. INFECTIOUS WASTE

Infectious waste shall be contained for storage and disposal in double disposal plastic bags which are impervious to moisture and have a strength sufficient to preclude ripping, tearing or bursting under normal conditions of usage and handling. The bags shall be security tied to prevent leakages or expulsion of solid or liquid waste during storage, handling or transport. All bags used for collection, storage and disposal of infectious waste shall be red in color. The red bags containing infectious waste shall be transported directly to the designated dumpster for disposal, Garbage chutes shall not be used to transfer infectious waste. Transfer of infectious waste between locations where it is produced or stored shall be performed in accordance with procedures established by the Administrator. Infectious waste shall be picked up from the designated dumpster and shall be sterilized by a certified waste sterilization company.

## 2. SHARPS WASTE

" Sharps" includes, but it is not limited to, hypodermic syringes, blades and broken glass. Sharp also include any devices, instruments or other objects which have acute rigid corners, edges or protuberances.

Sharps waste shall be contained for disposal, in rigid puncture proof containers such as cartons or metal cans which are taped closed or tightly lidded to preclude loss of the contents. Rigid disposable containers of infectious sharps waste shall be labeled in the same way as the disposable bags used for other infectious waste.

Full sharps containers shall be removed to housekeeping cart and carried to designated dumpsters.

## 3. HARZARDOUS WASTE

Trash from radiation hazard areas is not to be removed until checked and released by the authorized radiology Supervisor. The waste shall be labeled " Radiation Hazard " and Radiology Supervisor shall determine the waste disposition.

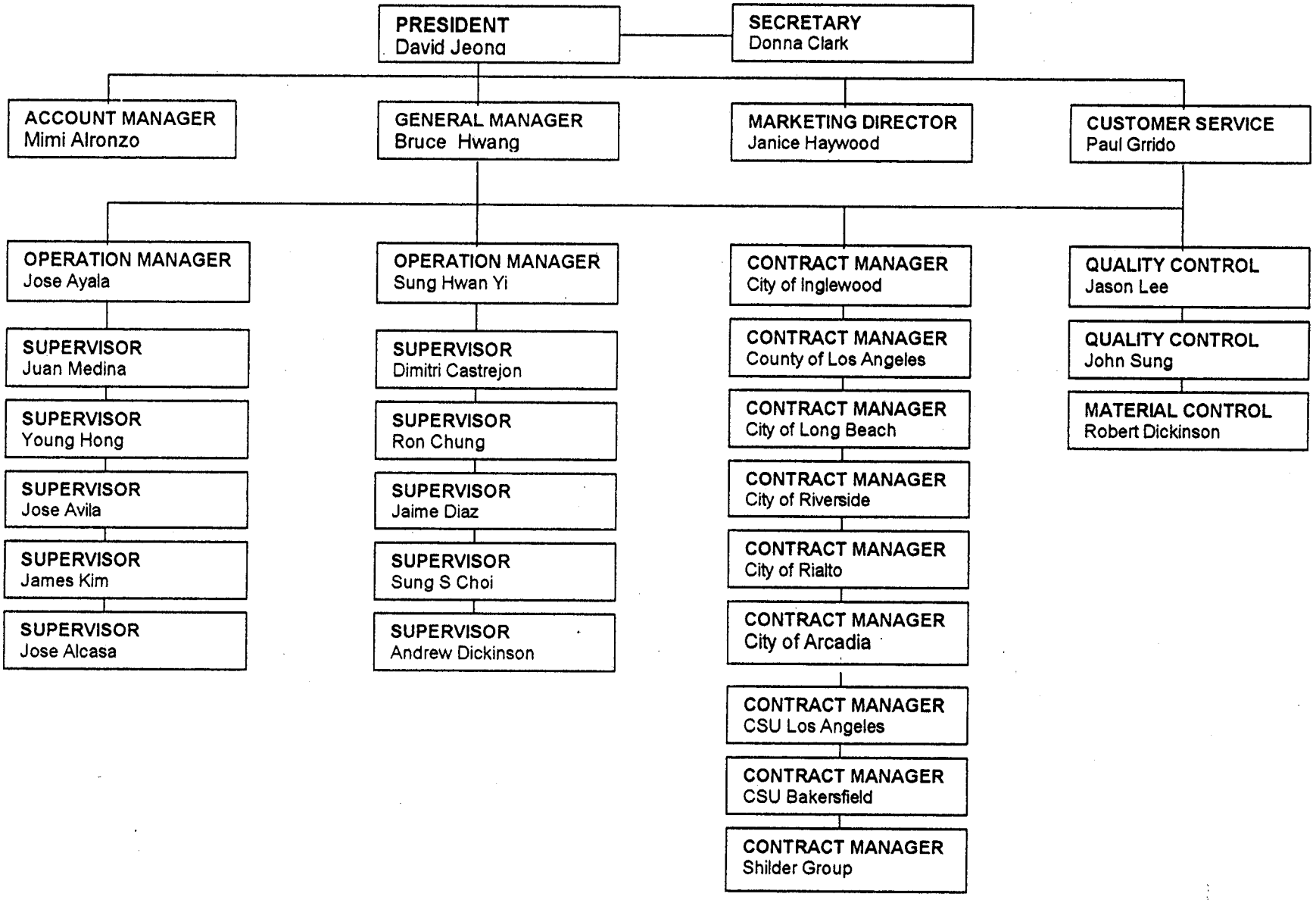
( Last Page )

# STAFFING PLAN

COMPANY NAME Grace Building Maintenance Co., Inc.
COMPANY ADDRESS 3580 Wilshire Blvd. Suite 1420 Los Angeles, Ca 90010
PROJECT Janitorial Services
DEPARTMENT NAME Beaches and Harbors

| POSITION AND TITLE | EMPLOYEE | ROVER | WORK SCHDLE | WORK HR/DAY | FULL/ PART TIME | HOURLY RATE | HEALTH INS. YES/NO | MONTH HOURS | MON HRS | TUS HRS | WED HRS | THU HRS | FRI HRS | SAT HRS | SUN HRS | COUNY TOTAL HOURS | NON-CNTY TOTAL HOURS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | |
| Supervisor | Marco Hernandez | | | | FTE | | | | | | | | | | | | |
| Custodian 1 | Moses Menziva | | | | FTE | 9.46 | NO | | 8 | 8 | 8 | 8 | 8 | | | 40 | 173 |
| Custodian 2 | Juan Cortez | | | | FTE | 9.46 | NO | | 8 | 8 | 8 | 8 | | 8 | | 40 | 173 |
| Custodian 3 | Jesus Diaz | | | | FTE | 9.46 | NO | | | | 8 | 8 | 8 | 8 | 8 | 40 | 173 |
| Custodian 4 | Elias Rubio | | | | FTE | 9.46 | NO | | 8 | 8 | | | 8 | 8 | 8 | 40 | 173 |

# GRACE BUILDING MAINTENANCE CO., INC. ORGANIZATION CHART



# CREDIT REFERENCES

| Financial Institution | Business Relationship |
|---|---|
| **WESTCOAST Materials Co.**<br>337 S. Western Ave.<br>Los Angeles, Ca 90020<br>(213) 387-2245<br>Attn : Ms. Hosup Kim | Purchasing Janitorial Supplies |
| **CAL-SANS** Sanitary Supply<br>1834 46 st street<br>Los Angeles, Ca 90058<br>(323) 233-1200<br>Attn : Hanna Lee | Purchasing Restroom Supplies |
| **Hanmi Bank**<br>3660 Wilshire Blvd.<br>Los Angeles, Ca 90010<br>(213) 427-5757<br>Attn : Ms. Rachel Lee | Business Checking Account<br># 006-423191 |
| | |

FORM P-4

## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Grace Building Maintenance Co., Inc., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables.

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

David Jeong
Name

President
Title

Signature

12-20-2003
Date

FORM P-5

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form**

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

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Grace Building Maintenance Co., Inc.

☐ I AM NOT
☒ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference

My County (WebVen) Vendor Number _____

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 202

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

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | 1 | 1 | 11 | 4 |
| Hispanic/Latino | | | 2 | 1 | 87 | 24 |
| Asian or Pacific Islander | 1 | | | | 52 | 18 |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

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

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

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

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| City of Los Angeles | | | X | | |
| | | | | | |

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

| Print Authorized Name | Authorized Signature | Title | Date |
|---|---|---|---|
| David Jeong | | President | 12/20/03 |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM

FORM P-6

## ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
## LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

N/A

☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.

☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation

☐ A debarment by a public entity listed below within the past ten (10) years.

| | |
|---|---|
| Print Name of Firm: Grace Building Maintenance co., Inc. | Print Name of Owner: David Jeong |
| Print Address of Firm: 3580 Wilshire # 1420 | Owner's/Agent's Authorized Signature |
| City, State, Zip Code: Los Angeles, Ca 90010 | Print Name and Title: David Jeong, President |

| | | |
|---|---|---|
| Public Entity Name: | | Date of Incident: |
| Case Number/Date Claim Opened: | Case Number: | Date Claim Opened |
| Name and Address of Claimant: | Name: | |
| | Street Address: | |
| | City, State, Zip: | |
| Description of Work: (e.g., janitor) | | |
| Description of Allegation and/or Violation: | | |
| | | |
| | | |
| Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.) | | |
| | | |
| | | |

Additional Pages are attached for a total of _____ pages.

FORM P-7

# COUNTY OF LOS ANGELES
# LIVING WAGE ORDINANCE

## *Contractor Living Wage Declaration*

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

---

Please check the option that best describes your intention to comply with the Program.

(X) I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than $9.46 per hour per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than $1.14 per hour per employee. I will pay an hourly wage of not less than $9.46 per hour per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least $1.14 per hour per employee. I will pay an hourly wage of not less than $8.32 per hour per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly  Quarterly  Bi-Annual

Annually  Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

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

SIGNATURE: _____  DATE: 12/20/03

PLEASE PRINT NAME: David Jeong  TITLE OR POSITION: President

FORM P-10

# CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) David Jeong hereby submit this certification to the (County department) Beaches and Harbors, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) Grace Building Maintenance Co., Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 3580 Wilshire Blvd. # 1420 Los Angeles, Ca 90010 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this 20 day of December, 2003 (Month and Year)

at: Los Angeles, California (City/State) 213-386-2003 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

FORM P-11

# 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 Bidder is excepted from the Program.

| | | | |
|---|---|---|---|
| Company Name: | Grace Building Maintenance Co., Inc. | | |
| Company Address: | 3580 Wilshire Blvd. # 1420 | | |
| City: Los Angeles | State: Ca | Zip Code: | 90010 |
| Telephone Number: | 213-386-2003 | | |
| Solicitation For (Type of Services): | Janitorial Services , Beaches and Harbors | | |

*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: David Jeonh | Title: President |
| Signature: | Date: 12/20/03 |

# FACILITY SPECIFICATIONS

**DEPARTMENT OF BEACHES AND HARBOR ADMINISTRATION BUILDING**
13837 Fiji Way
Marina del Rey

**Frequency:** Mon.-Fri. All windows on west side facing the ocean are to be washed six times per year.

7,188 sq. ft.
6,282 sq. ft. carpet
511 sq. ft. ceramic
299 sq. ft. tile 96 sq. ft. terrazzo
9 restrooms
3 showers
134 light fixtures

**BURTON W. CHACE COMMUNITY BUILDING**
13650 Mindanao
Marina del Rey

**Frequency:** 7 days service

3,345 sq. ft.
2,950 sq. ft. carpet
260 sq. ft. tile
132 sq. ft. ceramic
2 restrooms
47 light fixtures

**MARINA INFORMATION CENTER**
4701 Admiralty Way
Marina del Rey

**Frequency:** 7 days service

1,340 sq. ft.
268 sq. ft. carpet
1,072 sq. ft. tile
3 restrooms
8 light fixtures

**DEPARTMENT OF BEACHES AND HARBORS WAREHOUSE**
516 N. Broadway
Redondo Beach

**Frequency:** Thursday only

1,501 sq. ft.
843 sq. ft. carpet
658 sq. ft. tile
2 restrooms
4 light fixtures

**TRAILER COMPLEX**
**(5 temporary buildings)**
13483 Fiji Way
Marina del Rey

**Frequency:** Mon.-Thurs.

4,800 sq. ft.
4,500 sq. ft. carpet
300 sq. ft. tile
6 restrooms
72 light fixtures

**CHACE PARK PUBLIC RESTROOMS**
Burton Chace Park
Marina del Rey

**Frequency:** Four times daily (12p.m., 3 p.m., 7 p.m., 10 p.m.) on weekdays May 1-September 30 and on all Saturdays, Sundays and Holidays; twice daily (2 p.m. and 10 p.m.) on weekdays October 1 -April 30.

3 restrooms
2 showers
17 toilets
5 urinals
12 sinks

**CHACE PARK - SEA SCOUT BASE**
13650 Mindanao
Marina del Rey, CA 90292

**Frequency:** 7 days service

4533 sq ft
3876 sq ft carpet
747 sq ft tile
1068 sq ft wall tiled area
4 restrooms

EXHIBIT 2

# SCHEDULE OF CUSTODIAL DUTIES

## GENERAL REQUIREMENTS

- Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with personal property.
- Contractor's staff shall ensure that persons other than Contractor personnel cannot gain access to rooms, areas, or buildings under the control of its personnel.
- If the building is occupied by County personnel when the Contractor's staff completes service after normal working hours, Contractor's staff will notify County personnel of their departure and leave the door locked.
- All entrance and exit doors must be locked at all times. Contractor's staff shall not compromise building or room security by propping doors open and leaving them unattended during trash removal, etc.
- In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.

## DAILY CLEANING TASKS

### Offices and Conference Rooms

- Gather all waste material and place in appropriate disposal area.
- Empty waste containers, and line waste containers with plastic bags.
- Dust all furniture, including desks, tables, file cabinets, window sills, and other dust catching surfaces.
- Damp wipe and dry all glass tops.
- Remove fingerprints and smudges from desk and table tops, walls, doors, door facings, telephones, etc.
- Sweep and/or damp mop all non-carpeted floor surfaces.
- Vacuum all carpeted areas.
- Arrange furniture properly.
- Clean door glass and frames.
- Spot clean carpets, as needed.

### Employee and Indoor Public Restrooms

- Clean restroom fixtures and chrome fittings.
- Clean and refill all restroom dispensers.
- Spot wash restroom walls, showers, partitions, and doors.
- Clean face basins and all surfaces.
- Remove graffiti.
- Clean restroom mirrors, kickplates, push plates, and ashtrays.
- Clean restroom floors with disinfectant detergent.

- Clean and sanitize toilets, toilet seats, and urinals.
- Empty waste containers and replace plastic bags where necessary
- Wash waste containers inside and outside.
- Service all sanitary napkin dispensers. Contractor will purchase sanitary napkins and retain all monies collected from dispensers.

**Lunchrooms, Kitchens**

- Empty trash containers.
- Clean basins and sinks.
- Dust window ledges.
- Sweep floors and/or vacuum carpet.
- Spot clean carpet.
- Machine scrub terrazzo floors.
- Clean wall ducts
- Spot wash walls, as needed.
- Damp mop and buff tile floors.
- Clean table tops.

**Park Restrooms (Parcel EE)**

On weekdays from October 1 through April 30, the restrooms are to be cleaned twice daily, at 2:00 p.m. and 10:00 p.m. From May 1 through September 30 and on all weekends and holidays, they are to be cleaned four times daily, at 12:00 p.m., 3:00 p.m., 7:00 p.m. and 10:00 p.m. Perform the following tasks:

- Pick up debris and trash, then sweep floor. Sweepings must be picked up and are not to be swept outside the restroom.
- Empty trash and napkin receptacles. Replace with new liners.
- Check and replenish supplies of seat covers and toilet paper.
- Remove spitballs, cobwebs, and other foreign materials from windows, doors, walls, ceiling, partitions, and vents.
- Use a dampened cloth or other device to wipe all ledges, high and low, and tops of partitions.
- Scrub the inside of toilet bowls and urinals to remove deposits and stains, and then flush the toilet bowls and urinals. Be sure to scrub upper lip and wipe it dry.
- Scrub and clean outside of toilets, urinals, sinks and rear wall.
- Disinfect all interior and exterior areas of urinals and toilets, including the top and bottom of toilet seats, and toilet fixtures.
- Disinfect stall partition walls, rear walls, doors, door frames, and handrails.
- Disinfect the floor and walls around urinals, sinks, and floor drains.

- Disinfect sinks, dispensers, receptacles, trash containers, and the walls around such areas.
- Clean mirrors and tiles.
- Wipe toilet seats, outside of toilet bowls, and urinals.
- Spot clean walls, scrub hand prints from walls and partitions and wipe dry.
- Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- Remove mop strands caught around posts and other objects in the floor.
- Replace receptacles and trash containers following their cleaning.
- Immediately notify County of any hazards.
- Inspect and test all sink faucets and flush toilets.
- After cleaning, place deodorizer approved by CA under each toilet and urinal.
- Unplug all clogged drains, toilets and urinals using a plunger or short snake.
- Use only materials that are not caustic or damaging to the fixtures being cleaned.
- Wash the windows and screens.
- Report to the CA all leaking fixtures, inoperable lighting and clogged drains, toilets and urinals that cannot be opened with a plunger or snake.

**Miscellaneous**

- Sweep and dust stairs, landings, and handrails.
- Wash wastepaper containers and reline with plastic bags as needed in all areas.
- Clean custodial closets and keep orderly.
- Sweep, damp mop, and buff all entrances, lobbies, and hallways.
- Clean drinking fountains.
- Ceramic tile: Never to be waxed; damp mop daily with mild detergent.
- Place mats at entrances and in lobbies during rainy weather.
- Maintain floor maintenance and work records.
- Clean entrance door glass and partition glass.
- All requests for repainting graffiti damage shall be submitted to the County Contract Administrator.

## WEEKLY CLEANING TASKS

### Offices and Conference Rooms

- Dust door jambs and baseboards.
- Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
- Dust top of high cabinets and shelves.
- Clean and dry face of desk drawers and file cabinets with damp cloth or sponge. Wash and dry waste receptacles, if needed.
- Dust beneath movable desk files.
- Wash or polish desk tops, as needed.
- Clean door knobs, kick plates, and threshold plates.
- Spot wash doors and walls.

### Indoor Restrooms and Showers

- Clean face basin and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
- Check for stains in urinals, toilet bowls and basins, and remove. Clean base of toilet bowls and below all urinals.
- Dust ceiling vents and door louvers.
- Machine scrub floors.
- Hand clean behind toilet bowls and in corners.
- Wash all stall partitions in restrooms.
- Damp mop and buff waxable floors.
- Spot wash doors.

### Various Areas

- Clean floor drains.
- Spot clean stairway walls to a height of six feet.

## MONTHLY CLEANING TASKS

### All Areas

- Dust high ledges and moldings.
- Dust venetian blinds.
- Dust or vacuum ceiling and wall vents.
- Vacuum upholstered furniture.
- Wash partitions.
- Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.

- All resilient tile floors must be scrubbed or stripped, and floor finish applied.
- Wash marble walls.
- Dust and wash vertical walls.
- Clean all wall and ceiling vents

## OTHER CLEANING TASKS

- All carpets must be shampooed three times per year. Scheduling will be approved by the Contract Administrator.
- Perform special cleaning required by: building occupants; alterations to the building; special conferences or events; cleanup work resulting from toilet floods, water pipe breakage, acts of nature such as earthquakes or similar occurrences.
- Clean and shampoo entrance mats as needed.

## WINDOW WASHING DUTIES

All windows must be cleaned on the 6th and 11th month of the contract year. West-facing windows at 13837 Fiji Way must be cleaned six times per year. Windows shall be washed between 7:00 a.m. and 4:00 p.m., on a Friday.

Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order," issued by the Division of Industrial Safety of the State of California.

Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet California OSHA Safety Standards.

Rope off areas and post signs as a guard when working overhead, to protect the public from walking into the work area.

Personnel must use protective gear when using acid or other corrosive substances.

Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)

Maintain employee time and work records.

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

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

Leave windows and the adjacent surrounding areas in a clean condition. Remove streaks and water marks from all windows, walls, and ledges.

Remove excess water from floors.

On completion, remove all water, cleaning agents and cleaning equipment and lock all windows.

Before leaving, report to the Contract Administrator all broken windows, mirrors, door glass, etc. and broken or malfunctioning window opening, closing and latching mechanisms.

## LIGHT FIXTURE CLEANING DUTIES

Light fixtures and covers are to be cleaned as requested by the Contract Administrator. Hours of light fixture cleaning shall be from 5:00 p.m. to 4:00 a.m., Monday through Friday, except legal holidays.

- Clean all light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
- Wash, clean, and dry all types of glass, plastics, and metal light fixtures remaining in the ceiling.
- Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
- Notify the Contract Administrator of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
- Dust and clean ceiling pipes and vents.
- Clean work area after completion of duties.
- Maintain employee time and work records.

**EXHIBIT 3**

## TRAINING REQUIREMENTS

Contractor shall provide training programs for all new employees and ongoing continuing in-service training for all employees, including, but not limited to, visual aids dealing with the diverse cleaning needs of a facility. The training shall cover the following subjects:

1. Report fires and hazardous conditions immediately. Report items in need of repair within 24 hours.

2. Turn in lost and found articles to the CA.

3. Daily Cleaning Items

   - Offices and sweeping
   - Restroom Maintenance
   - Lobbies and entrance ways
   - Corridor Maintenance
   - Stairwells
   - Coffee Rooms
   - Gear Rooms
   - Drinking Fountains
   - Sand Jars
   - Carpets
   - Door Glass
   - Walls
   - Exterior Grounds

4. Calendar Scheduled Cleaning

   - Restrooms
   - Clean and wax floors
   - High frequency (high & low dusting)
   - Ceiling vents
   - Partition glass
   - Stairwells
   - Windows

# PERFORMANCE REQUIREMENTS SUMMARY

**Key to Performance Requirements Summary:**

Column 1: Contract section reference;

Column 2: Contract service for which performance standard is provided;

Column 3: Description of the performance required to satisfy the Contract;

Column 4: How the Contractor's performance may be monitored by the CA;

Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and

Column 6: The amount of liquidated damages that may be assessed per Deficiency Report.

| 1<br>CONTRACT SECTION | 2<br>SERVICE | 3<br>PERFORMANCE STANDARD | 4<br>METHOD OF MONITORING | 5<br>DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES | 6<br>LIQUIDATED DAMAGES PER DR |
|---|---|---|---|---|---|
| 1.4.7 | MONTHLY INVOICE | SUBMIT TWO COPIES OF INVOICE BY 15TH OF MONTH | REVIEW OF INVOICES | FAILURE TO SUBMIT BY 15TH OF MONTH | $100 |
| 2.1.3 | OFFICE | CONTRACTOR MAINTAINS OFFICE IN COUNTY | OBSERVATION | ANY FAILURE TO MAINTAIN OFFICE OR TELEPHONE SERVICE | $100 |
| 2.1.4 | Communica-tions | Calls of County agents, employees and contractors are returned promptly | Observation | Failure to return a call within one hour | $50 |
| 2.1.6 | LIMITED VEHICLE ACCESS | VEHICLES ARE NOT DRIVEN ON BIKE PATH EXCEPT AS AUTHORIZED | OBSERVATION | VEHICLE DRIVEN ON BEACH SAND OR ON UNAUTHORIZED BIKE PATH OR AT UNAUTHORIZED TIME | $100 |
| 2.3.1.3 | CONTRACTOR □S EMPLOYEES | DO NOT BRING VISITORS, WEAPONS, CONTRABAND, ALCOHOL, DRUGS INTO FACILITY; ARE NOT UNDER THE INFLUENCE | OBSERVATION, REPORTS, COMPLAINTS, INSPECTIONS | EMPLOYEES BRING VISITORS OR IMPROPER MATERIALS INTO FACILITY OR REPORT TO WORK WHILE UNDER INFLUENCE | $100 |
| 2.3.1.6 | LIST OF EMPLOYEES | PROVIDES AND UPDATES CURRENT LIST OF EMPLOYEES | REVIEW OF LIST | ANY USE OF UNLISTED EMPLOYEES | $50 |
| 2.3.1.7 | AUTHORIZED ACCESS ONLY | CONTRACTOR□S EMPLOYEES USE ACCESS SPECIFIED BY CA. | OBSERVATION, REPORTS | ANY USE OF UNAUTHORIZED ENTRY OR EXIT BY CONTRACTOR□S STAFF | $50 |

| 1<br>CONTRACT SECTION | 2<br>SERVICE | 3<br>PERFORMANCE STANDARD | 4<br>METHOD OF MONITORING | 5<br>DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES | 6<br>LIQUIDATED DAMAGES PER DR |
|---|---|---|---|---|---|
| 2.3.2 | PROVIDES REPRESENTA-TIVE | CONTRACTOR'S REPRESENTATIVE OR SUBSTITUTE AVAILABLE DURING COUNTY WORK HOURS (7:00 AM - 6:00 PM MON.-FRI.). | OBSERVATION, REPORTS AND COMPLAINTS | FAILURE TO ASSIGN OR MAKE AVAILABLE CR OR SUPERVISOR | $100 |
| 2.3.2 | MEETING WITH CA | CONTRACTOR REPRESENTATIVE MEETS WITH CA AS DIRECTED | OBSERVATION | CR UNAVAILABLE TWICE IN TWO-WEEK PERIOD OR MISSES MORE THAN ONE PERFORMANCE EVALUATION MEETING PER CONTRACT YEAR | $100 |
| 2.3.3 | PROVIDES SUPERVISOR | CONTRACTOR PROVIDES SUPERVISOR | OBSERVATION | SUPERVISOR NOT PRESENT DURING WORK SHIFT | $100 |
| 2.3.5 | CA APPROVES KEY STAFF CHANGES | CONTRACTOR OBTAINS CA APPROVAL BEFORE CHANGING CR OR SUPERVISOR | OBSERVATION | REPLACES CR OR SUPERVISOR WITHOUT PRIOR APPROVAL | $100 |
| 2.4.1 | SCHEDULED SERVICES | CONTRACTOR ADEQUATELY PERFORMS TASKS LISTED IN EXHIBIT 3. | OBSERVATION | ANY FAILURE TO ADEQUATELY PERFORM A REQUIRED TASK | $50 |
| 2.4.1 | SCHEDULED SERVICES | CONTRACTOR PERFORMS CLEANING TASKS AT TIMES SPECIFIED IN EXHIBIT 3. | OBSERVATION | MISSING ANY SCHEDULED CLEANING--PER FACILITY | $100 |
| 2.4.4 | PERFORM ADDITIONAL WORK | CONTRACTOR PERFORMS ADDITIONAL CLEANING JOBS UPON 24 HOURS□ NOTICE | OBSERVATION | ANY FAILURE TO PERFORM ADDITIONAL CLEANING ON 24 HOURS□ NOTICE | $100 |
| 2.4.6 | EMPLOYEE TRAINING | PROVIDES BASIC EMPLOYEE TRAINING IN ACCORDANCE WITH TRAINING REQUIREMENTS (EXHIBIT 3) | OBSERVATION, REVIEW OF RECORDS | ANY USE OF UNTRAINED EMPLOYEES OR FAILURE TO PROVIDE TRAINING ON REQUIRED ITEMS | $50 |
| 2.5.1 | DAILY MAINTEN-ANCE LOG | MAINTAIN DAILY RECORD OF SHIFT HOURS, FACILITIES CLEANED BY EACH EMPLOYEE, INJURY AND DAMAGE REPORTS, EMERGENCY REPAIR REPORTS, PERFORMANCE VIOLATIONS AND CORRECTIVE ACTIONS, EMPLOYEE SIGN-IN AND -OUT, DOOR AND WINDOW CONDITION, SUBCONTRACTORS PRESENT | REVIEW OF RECORDS | ANY FAILURE TO MAINTAIN COMPLETE AND ACCURATE LOG | $50 |

| 1<br>CONTRACT SECTION | 2<br>SERVICE | 3<br>PERFORMANCE STANDARD | 4<br>METHOD OF MONITORING | 5<br>DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES | 6<br>LIQUIDATED DAMAGES PER DR |
|---|---|---|---|---|---|
| 2.5.4 | COMPLAINT LOG | MAINTAIN RECORD OF COMPLAINTS AND ACTIONS TAKEN, SUBMIT WRITTEN COMPLAINTS TO CA WITHIN 5 WORKING DAYS. | REVIEW OF RECORDS | ANY FAILURE TO RECORD COMPLAINTS, SUBMIT TO CA OR TO MAKE LOG AVAILABLE TO CA | $100 |
| 2.5.5 | INJURY AND LOSS REPORTS | CONTRACTOR MAKES WRITTEN REPORT OF INCIDENT OF INJURY, PROPERTY DAMAGE, THEFT AND VANDALISM TO CA WITHIN 24 HOURS OF DISCOVERY | REVIEW OF RECORDS; OBSERVATION | ANY FAILURE TO REPORT WITHIN 24 HOURS | $100 |
| 2.5.6 | REPORT EMERGENCY REPAIRS | CONTRACTOR REPORTS CONDITIONS REQUIRING EMERGENCY REPAIR IMMEDIATELY | OBSERVATION | ANY FAILURE TO REPORT EMERGENCY CONDITION OR UNDUE DELAY | $100 |
| 2.6.2.1 | REPORT LOST KEYS AND GATE CARDS | CONTRACTOR REPORTS LOST KEYS AND GATE CARDS WITHIN 24 HOURS OF DISCOVERY OF LOSS | OBSERVATION | ANY FAILURE TO REPORT WITHIN 24 HOURS OF DISCOVERY OF LOSS | $100 |
| 2.6.2.2 | DO NOT DUPLICATE KEYS OR GATE CARDS | CONTRACTOR SHALL NOT DUPLICATE KEYS OR GATE CARDS WITHOUT CA□S PRIOR WRITTEN CONSENT | OBSERVATION | ANY DUPLICATED KEY OR GATE CARD | $100 |
| 2.6.2.3 | SUPERVISE SUBCONTRAC-TORS | DO NOT PROVIDE KEYS TO SUBCONTRACTORS; DO NOT GIVE SUBCONTRACTORS UNSUPERVISED ACCESS | OBSERVATION, REPORTS | ALLOWING SUBCONTRACTOR TO HAVE KEY OR WORK UNSUPERVISED | $100 |
| 2.7.1 | CONTRACTOR TO FURNISH CLEANING SUPPLIES AND EQUIPMENT | CONTRACTOR TO FURNISH CLEANING SUPPLIES AND EQUIPMENT | OBSERVATION | ANY INADEQUATE CLEANING RESULTING FROM LACK OF SUPPLIES OR EQUIPMENT | $50 |
| 2.7.2 | CHEMICALS SUBJECT TO CA APPROVAL | CONTRACTOR TO OBTAIN CA APPROVAL OF CHEMICALS AND DISINFECTANTS | OBSERVATION | ANY USE OF UNAPPROVED CHEMICALS OR DISINFECTANTS | $100 |
| 2.7.3 | UNIFORMS | CONTRACTOR□S EMPLOYEES WEAR APPROVED UNIFORMS WHILE ON DUTY | OBSERVATION | ANY FAILURE TO BE IN UNIFORM WHILE ON DUTY | $100 |

| 1<br>CONTRACT SECTION | 2<br>SERVICE | 3<br>PERFORMANCE STANDARD | 4<br>METHOD OF MONITORING | 5<br>DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES | 6<br>LIQUIDATED DAMAGES PER DR |
|---|---|---|---|---|---|
| 2.7.4 | PHOTO I.D. CARDS | CONTRACTOR'S EMPLOYEES WEAR PHOTO I.D. WHILE ON DUTY | OBSERVATION | ANY FAILURE TO WEAR I.D. | $100 |
| 2.7.5 | VEHICLES | CONTRACTOR FURNISHES VEHICLES REGISTERED WITH DMV; DISPLAYS COMPANY NAME OR LOGO AND TELEPHONE NUMBER; IDENTIFYING SIGNS TO BE APPROVED BY CA | OBSERVATION | CONTRACTOR USES UNREGISTERED VEHICLES OR EMPLOYEE VEHICLES OR VEHICLES WITHOUT APPROVED SIGNAGE | $100 |
| 2.8.3 | QUALITY CONTROL PLAN | CONTRACTOR FOLLOWS PROVISIONS OF CONTRACTOR'S QUALITY CONTROL PLAN | COMPLAINTS; OBSERVATION; REVIEW OF RECORDS | ANY DEPARTURE FROM QUALITY CONTROL PLAN REQUIREMENTS | $100 |
| 3.9 | INSURANCE | CONTRACTOR MAINTAINS ALL REQUIRED INSURANCE COVERAGES WITH REQUIRED LIABILITY LIMITS NAMING COUNTY AS ADDITIONAL INSURED AND ALLOWS NO LAPSE IN COVERAGE. INSURANCE IS NEVER ALLOWED TO LAPSE. PROOF OF INSURANCE COMPLIES WITH CONTRACT REQUIREMENTS IN ALL RESPECTS, INCLUDING BUT NOT LIMITED TO STATE AUTHORIZATION OF INSURER, PRESENCE OF EACH REQUIRED COVERAGE, AND POLICY LIMITS. | REVIEW OF INSURANCE CERTIFICATE OR POLICY | ANY FAILURE TO CARRY COVERAGE IN REQUIRED AMOUNTS NAMING COUNTY AS ADDITIONAL INSURED; PER DAY UNTIL INSURANCE IS OBTAINED | $100 |
| 3.29 | EMPLOYEE HEALTH CARE PLAN | MAINTAIN REQUIRED PLAN | REVIEW OF RECORDS | ANY LAPSE IN PLAN; PER DAY UNTIL PLAN IS RESTORED | $100 |

EXHIBIT 5

# BUILDING INSPECTION FORM

## DATE OF INSPECTION: _____

| DAILY TASKS | A | U | COMMENTS |
|---|---|---|---|
| OFFICES AND CONFERENCE ROOMS | | | |
| Waste containers emptied and lined with plastic bags. | | | |
| All furniture, desks, tables, file cabinets, window sills, and surfaces dusted. | | | |
| All non-carpeted floor areas swept and/or damp mopped | | | |
| All carpeted areas vacuumed | | | |
| Furniture has been properly arranged | | | |
| Glass tops damp wiped and dried. | | | |
| No observable fingerprints and smudges on desks, tabletops, wall doors, door facings and telephones. | | | |
| Carpets spot cleaned as needed | | | |
| OVERALL PERFORMANCE LEVEL | | | |
| | | | |
| PUBLIC AND EMPLOYEE RESTROOMS | | | |
| Chrome Fixtures cleaned | | | |
| Dispensers cleaned and refilled | | | |
| Walls & partitions spot washed | | | |
| Sinks sanitized | | | |
| Graffiti removed | | | |
| Push plates, kick plates and mirrors cleaned | | | |
| Floors wet mopped | | | |
| Toilets, toilet seats, and urinals cleaned and sanitized | | | |
| Waste containers emptied and plastic bags inserted | | | |
| Sanitary napkin dispenser fully supplied | | | |
| OVERALL PERFORMANCE LEVEL | | | |
| | | | |
| LUNCHROOM AND SNACK BARS | | | |
| Basins and sinks clean | | | |
| Window ledges dusted | | | |
| Floors swept, carpet vacuumed | | | |
| Carpet spot cleaned | | | |
| Terrazzo floors machine scrubbed | | | |
| Ducts cleaned | | | |

| LUNCHROOM AND SNACK BARS cont. | | | |
|---|---|---|---|
| Walls spot washed | | | |
| Tile floors damp mopped and buffed | | | |
| Table tops cleaned | | | |
| OVERALL PERFORMANCE LEVEL | | | |
| | | | |
| VARIOUS AREAS | | | |
| Landings and stairs swept, handrails dusted | | | |
| Custodial closets clean & orderly | | | |
| Entrances, lobbies and hallways swept, damp mopped and buffed | | | |
| Drinking fountains cleaned | | | |
| Spanish tile damp mopped | | | |
| Mats placed at entrances and in lobbies during rainy weather | | | |
| Glass door entrance and partition glass cleaned | | | |
| OVERALL PERFORMANCE LEVEL | | | |
| | | | |
| GRAFFITI ERADICATION | | | |
| Exterior and interior surfaces of restrooms washed | | | |
| All exterior and interior building surfaces washed | | | |
| Hallway surfaces washed | | | |
| Telephone booth surfaces washed | | | |
| Stairwell surfaces washed | | | |
| Wash all building signs | | | |
| Rubbish container surfaces washed | | | |
| OVERALL PERFORMANCE LEVEL | | | |
| | | | |
| MISCELLANEOUS TASKS | | | |
| Light fixtures | | | |
| Windows exterior & interior | | | |
| Floor stripping & waxing | | | |
| Carpet Shampoo | | | |
| Vents (monthly) | | | |
| Floor maintenance records | | | |
| OVERALL PERFORMANCE LEVEL | | | |

**A = ACCEPTABLE** **U = UNACCEPTABLE**

| OTHER DUTIES | | | |
|---|---|---|---|
| 1. STAFF WEARS UNIFORM AND I.D. BADGE | | | |
| 2. SUPERVISOR SPEAKS AND UNDERSTANDS ENGLISH | | | |
| 3. TRAINING PROGRAM FOR EMPLOYEES | | | |
| 4. EFFECTIVE SUPERVISION OF STAFF | | | |
| 5. FOLLOW-UP ON COMPLAINTS/REQUESTS | | | |

**A = ACCEPTABLE** **U = UNACCEPTABLE**

EXHIBIT 6

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM

## PAYROLL STATEMENT OF COMPLIANCE

I. _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(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: |
| **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.** | |

**EXHIBIT 7**

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll rerorts)* 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.

## MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

| (1) Name: Contractor Subcontractor o | | Address:, (Street, City, State, Zip) | |
|---|---|---|---|
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (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 & Social Security Number | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-- gate 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. | Total (This | | | | | | | | | | | |
| Print Authorized Name: | Grand Total | | | | | | | | | | | |

| Authorized Signature: Date: / / | Title: | Telephone Number (include area code) | Page: |
|---|---|---|---|

EXHIBIT 8

# COUNTY OF LOS ANGELES

## NOTICE TO EMPLOYEES
## COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service for the County under this contract, you must be paid a "living wage."

**THESE ARE YOUR RIGHTS. . .**

**Living Wage**

If you are a full time employee, you must be paid not less than the living wage rate of $8.32 per hour plus at least $1.14 per hour for health benefits OR $9.46 per hour without health benefits.

**Retaliation**

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

**Worker Retention**

If the County of Los Angeles terminates its contract with your current employer and reassigns the contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

**Federal Earned Income Tax Credit**

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to $3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

**You May Report Living Wage Violations to:**

_____
County Department Administering this Contract

_____
County Department Phone Number

**OR**

**Office of Affirmative Action Compliance**
**Living Wage Hotline**
**(888) 550-WAGE (888) 550-9243**

(NOTICE TO EMPLOYEES.DOC)

EXHIBIT 9

# NOTICE TO ALL EMPLOYEES

## Working on County Contracts

**The Board of Supervisors established the Living Wage Ordinance (Los Angeles County Code Chapter 2.201) and other information that may be of assistance to you.**

### Living Wage

If you are a full-time employee, you must be paid not less than the living wage rate of $8.32 per hour plus at least $1.14 per hour for health benefits.

Or

$9.46 per hour without health benefits

### Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All Acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

### Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to $3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

### Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns this contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

Employees that qualify are:

1. Employees who are full-time workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

### Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

888 550-WAGE

Or

888 550-9243

**Los Angeles County Code Chapter 2.201**
**LIVING WAGE PROGRAM**

## 2.201.010 Findings.

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

## 2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

## 2.201.030 Prospective effect.

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

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

## 2.201.040 Payment of living wage.

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

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

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

### 2.201.050 Other provisions.

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

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

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

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

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

### 2.201.060 Employer retaliation prohibited.

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

### 2.201.070 Employee retention rights.

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

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

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

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

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

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

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

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

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

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

### 2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

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

### 2.201.090 Exceptions.

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

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

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

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

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

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

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

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

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

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

### 2.201.100 Severability.

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

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. 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 a hospital emergency room.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever has to abandon a child again.**

**State of California**
Gray Davis, Governor
**Health and Human Services Agency**
Grantland Johnson, Secretary
**Department of Social Services**
Rita Saenz, Director

# no shame.
# no blame.
# no names.

## now there's a way to safely surrender your baby

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

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

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

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

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

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons 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.

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.

This baby was the eighteenth child protected under California's 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 in a foster home for short-term care while the adoption process was started.

Los Angeles County

# Safely Surrendered Baby Hotline

# (877)BABY SAFE

## Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.